

## **EXHIBIT BB**

Mr. Sean Gilbert  
700 Gibson Dr. Apt. 621  
Roseville, CA 95678-5757

GB JAN 2013 500 52 14

GILBERT031

Sean Gilbert  
700 Gibson Dr. #621  
Roseville Ca, 95678  
January 20, 2013

CashYes.com  
Collections  
Cash Jar/CashYes.com/Cash Yes Direct  
P.O.Box 1469 Belize C.A.

Dear Recoveries Department:

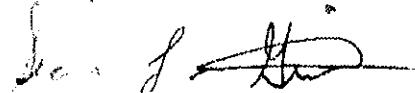
I/We regret that we can no longer extend time to you because of your untimely response. I/We have sent by Certified Mail, Fax, E-Mail, and by Phone, a copy of A Desist and Refrain Order via public record, Current California Legal laws regarding CashYes.com, Letter of Mr. Gilbert's Demands to quit calling place of employment, and all other telephone communication. I have tried to contact you about a physical address so payment could be made as long as there was a License in the State of California to do so on your behalf. I/We never received any response except through intimating conversations with Mr. Gilbert's Co-Workers which is clearly against collection laws.

A complaint has been made with the following Law Enforcement Agency's:

Federal Trade Commision, California Corporations Dept, Local Law Enforcement, and Belize City Police Dept. I/We have clearly asked CashYes.com to close said acct and not pursue collections due to your insubordination.

Please return your response by 08:00 a.m. pacific time, 01/21/2013 with a confirmation that the account has been resolved or all documents will be turned over to the respectable authorities and investigated pending civil proceedings.

Sincerely,



Sean Gilbert RRW  
CCBADC # RW5766  
Seung95678@comcast.net  
Fax # 1-207-514-6296

GILBERT032

## EXHIBIT CC

XFINITY Connect

<http://web.mail.comcast.net/zimbra/h/printmessage?id=163940&tz=...>

## XFINITY Connect

seang95678@comcast.net

Font Size

### cashyes, CAS-49847

**From :** Dean@CORP Haakenson <Dean.Haakenson@corp.ca.gov>  
**Subject :** cashyes, CAS-49847

Tue, Jan 15, 2013 05:47 PM

**To :** Seang95678@comcast.net

**IN REPLY REFER TO:**  
**FILE NO:** CAS-49847

January 15, 2013

Seang95678@comcast.net

Re: cashyes, et al.

Dear Mr. Gilbert:

This email is to acknowledge receipt of your written complaint. It was received in our office on January 9, 2013 and has been assigned the number listed above. It has been submitted to the appropriate staff for review and evaluation. We will contact you for additional information if we determine that we need it to complete that process.

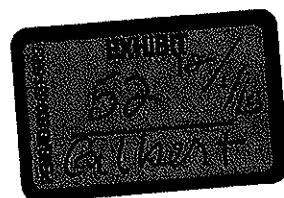
Thank you for bringing this matter to our attention.

Sincerely,  
California Corporations Commissioner

By:

Dean Haakenson  
Enforcement Division  
California State Department of Corporations  
1515 K Street #200  
Sacramento, CA 95814  
916-322-6055  
dhaakens@corp.ca.gov

GILBERT041



# **EXHIBIT DD**

CY 11284468  
**CASHYES.COM**

Kari:

ACCT Manager  
866-868-1422

Monday

8:00  
9:00  
10:00  
11:00  
12:00  
1:00  
2:00  
3:00  
4:00  
5:00

Wednesday 1/9/13

9:00  
1:00  
2:00  
3:00  
4:00  
5:00

Called hung up on

Called again as a  
potential ~~client~~ client  
was informed to  
fill out app. on line

8:00  
9:00  
10:00  
11:00  
12:00

Received phone call  
from Social Attorney  
yelling he was going  
to sue me for every  
thing I own -

1/9/13

8:00 received E-mail from Cash Yes 167.52  
Cash Yes Called me

8:00  
9:00  
10:00  
11:00  
12:00  
1:00  
2:00  
3:00  
4:00  
5:00

Faxed all paperwork  
Emailed all paperwork  
Certified mail all docs.  
Sent paperwork to State of coll.  
Received email marked PDI

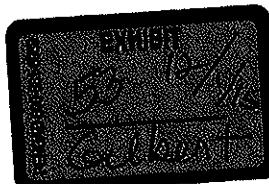
Thursday

8:00  
9:00

Called me @ work  
and stated they  
are going to prosecute  
me for 3 types of  
Fraud - and gave  
all info about that  
to my BOSS.

Friday

Saturday/Sunday



## EXHIBIT EE



\*\*\*\*\*  
\*  
\* FAX TRANSMISSION REPORT \*  
\*  
\*\*\*\*\*

**To:** cashyes.com/cashjar.com  
0018778983183 at  
**Subject:** Loan  
**Status:** Sent All Pages Ok  
**Pages Submitted:** 8  
**Pages Sent:** 8  
**Submit Time:** 08 Jan 2013, 02:43 PM America/  
New\_York time  
**Completion Time:** 08 Jan 2013, 02:43 PM America/  
New\_York time  
**Duration:** 0 minutes, 0 seconds  
**Transaction ID:** 319061371



GILBERT043



January 8, 2013

Sean Gilbert

700 Gibson Dr. #621

Roseville Ca, 95678

**Attention: recoveries@cashyes.com**

**www.Cashyes.com**

**Hong Kong Partners, Ltd. DBA Cash Yes**

**Additional Business Names / Possibly Related Companies:**

**Cash Yes / CashYes.com**

**Cash Yes Direct**

**Cash Jar / CashJar.com**

**Phone:**

**1-866-568-1419 (Customer Service)**

**1-866-568-1422 (Collections)**

**1-217-402-9281 (Recoveries Department)**

**1-804-205-3242**

**Fax:**

**1-877-898-3183**

**Address:**

**Cash Yes**

**P.O Box 1469**

GILBERT044

**Belize City, Belize C.A.**

**Additional Address:**

**Cash Yes**

**P.O. Box 96503, #15050,**

**Washington, DC 20090**

**Additional Address:**

**Hong Kong Partners, Ltd.**

**Suite 508 Marina Towers**

**Newton Barracks Road**

**Belize City, Belize C.A.**

**Additional Address:**

**Cash Yes / Cash Jar / Payday Yes**

**1501 Hatcher Lane Suite B,**

**Columbia, Tennessee 38401**

**After researching Internet payday loan laws in the State of California, I have found that your Internet payday loan activity is actually illegal. I have also learned the following laws apply to payday loans in the State of California in general,**

**California State Information**

**Legal Status: Legal**

**Citation:**

**Cal. Fin. Code §§ 23000 to 23106**

**Loan Terms:**

**Maximum Loan Amount: \$300**

**Loan Term: Max: 31 days**

**Maximum Finance Rate and Fees:** 15% of check  
**Finance Charge for 14-day \$100 loan:** \$17.65  
**APR for 14-day \$100 loan:** 459%

Debt Limits:

**Maximum Number of Outstanding Loans at One Time:** One

**Rollovers Permitted:** None (cannot charge fee for extension)

**Cooling-off Period:** None

**Repayment Plan:** Voluntary (no fees may be charged in conjunction with payment plan)

Collection Limits:

**Collection Fees:** \$15 NSF fee

**Criminal Action:** Prohibited

Where to Complain, Get Information:

**Regulator:** California Department of Corporations

**Address:** Financial Services Division, 1515 K Street, Suite 200 Sacramento CA 95814

**Phone:** (866) 275-2677 .

I hereby revoke any and all ACH debit authorizations with your company from debiting any of my personal accounts, per Federal law, Regulation E Section 205.10 Preauthorized transfers. I have closed my account with Bank of America to protect my interest in this matter, per instructions from the California Department of Finance. I also revoke any and all wage assignments I may or may not signed with your company, or your affiliates to attach any part of my wages or contact my employer for your collection purposes.. I have notified my employer about this matter so any attempts to do so on your part will be rejected.

I demand that any contact be made through U.S. Postal Service or by **email only**. I will need everything in writing to keep accurate records of all communication as per instruction from my Attorney General Office. I also prohibit you or your affiliates to contact me via telephone at my place of employment or my home telephone number. I also prohibit you from calling my references listed on my loan.

Due to the fact that Internet payday loan lenders must be licensed in the State of California to be a legal and binding contract, your company should NOT issue loans to California residents at all. I am requesting that you send me your license number which enables you to offer loans to California residents.

#### **CALIFORNIA DESIST AND REFRAIN ORDER**

[http://www.corp.ca.gov/ENF/pdf/2010/CashJar\\_dr.pdf](http://www.corp.ca.gov/ENF/pdf/2010/CashJar_dr.pdf)

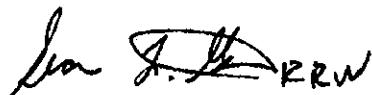
The legal amount that could have been charged to my loan is as stated above describing **Cal Fin. Code**, even if your Internet payday loan were legal in the state of California. Due to the fact that Cashyes/CashJar.com has had prior issues lending in the State of California without a license, I hereby Demand that all LOANS, FEES, AND OVERDRAFT FEES OCCURRED BE

FORFITIED, and the amount owed is labeled paid in full. Due to the fact that Cashyes/CashJar.com has had prior issues lending in the State of California without a license, I hereby Demand that all LOANS, FEES, AND OVERDRAFT FEES OCCURRED BE FORFITIED and monies already collected be used towards the principal balance. I must also uphold all city, county, state, and federal laws as a registered public official as of the oath I swore into accepting my License, therefore I must not participate in any of the contract signed by you or by me and is considered null and void due to previous orders provided by the government which I serve and reside in.

I must also inform you that I will be filing complaints with the Better Business Bureau, the Federal Trade Commission, California Department of Corporations, and the United States Attorney General Office.

I expect a response from your company no later than 7 days from the above date regarding this matter. This response may only come via U.S. Postal Service or email. No telephone contact is permitted.

Sincerely,



Sean Gilbert

CC:

Better Business Bureau

United States Attorney General's Office

Federal Trade Commission

California Department of Corporations

*Please see 907. Preauthorized transfers*

*Codified to U.S.C. 1693e*

**STATE OF CALIFORNIA**  
**BUSINESS, TRANSPORTATION AND HOUSING AGENCY**  
**DEPARTMENT OF CORPORATIONS**

TO: **Cash Jar**  
**Down Under Ventures doing business as Cash Jar**  
P.O. Box 025250  
Miami, FL 33102  
and  
[www.cashjar.com](http://www.cashjar.com)

## **DESIST AND REFRAIN ORDER**

(Pursuant to California Financial Code section 23050  
for violations of California Financial Code sections 23005 and 23036)

The California Corporations Commissioner ("Commissioner") finds that:

1. Cash Jar is, and was at all relevant times herein, an entity of unknown form. Cash Jar maintains a post office box at P.O. Box 025250, Miami, FL 33102 and a website at [www.cashjar.com](http://www.cashjar.com).
2. Down Under Ventures doing business as Cash Jar (“Down Under”) is, and was at all relevant times herein, an entity of unknown form.
3. Commencing on exact dates unknown to the Commissioner, but in or about 2009 and continuing through to the present, Cash Jar and Down Under have engaged in the business of deferred deposit transactions by offering, originating, or making deferred deposit transactions, or “payday loans”.
4. The Commissioner has jurisdiction over deferred deposit transactions as set forth in the California Deferred Deposit Transaction Law (“CDDTL”) (California Financial Code section 23000 *et. seq.*). Cash Jar and Down Under have not been issued a license by the Commissioner authorizing them to offer, originate, or make deferred deposit transactions under the California Financial Code section 23005. Cash Jar and Down Under are not exempt from the licensing requirements of the CDDTL.

State of California - Department of Corporations

1 Pursuant to California Financial Code section 23036, Cash Jar and Down Under Ventures  
2 doing business as Cash Jar are hereby ordered to desist and refrain from engaging in the business of  
3 deferred deposit transactions in the State of California in violation of section 23036.

4 This Order is necessary, in the public interest, for the protection of consumers and is  
5 consistent with the purposes, policies, and provisions of the California Deferred Deposit Transaction  
6 Law. This Order shall remain in full force and effect until further order of the Commissioner.  
7

8 Dated: May 24, 2010  
9 Los Angeles, California

PRESTON DuFAUCHARD  
California Corporations Commissioner

10 By \_\_\_\_\_  
11 ALAN S. WEINGER  
12 Deputy Commissioner  
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1 5. A deferred deposit transaction is a written transaction whereby one person gives funds to  
2 another person upon receipt of a personal check and it is agreed that the personal check shall not be  
3 deposited until a later date. These loans are sometimes referred to as "payday advances" or "payday  
4 loans."

5 6. Cash Jar and Down Under have been offering their payday loan services over the internet to  
6 the general public, including California residents. According to [www.cashjar.com](http://www.cashjar.com), all loans are made  
7 by Down Under.

8 7. Cash Jar and Down Under have been offering deferred deposit transactions charging fees of  
9 \$15 per every \$100 borrowed, plus an additional annual percentage rate ("APR") ranging between  
10 438 percent and 1369 percent in violation of California Financial Code section 23036(a).

11 Based upon the foregoing findings, the California Corporations Commissioner is of the  
12 opinion that Cash Jar and Down Under Ventures doing business as Cash Jar have engaged in the  
13 business of deferred deposit transactions without having first obtained a license from the  
14 Commissioner, in violation of California Financial Code section 23005.

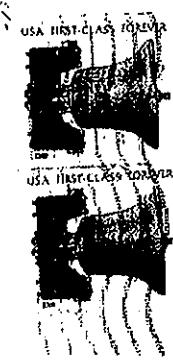
15 The California Corporations Commissioner is further of the opinion that Cash Jar and Down  
16 Under Ventures doing business as Cash Jar have engaged in the business of deferred deposit  
17 transactions in violation of California Financial Code section 23036(a).

18 California Financial Code section 23050 states:

19 Whenever, in the opinion of the commissioner, any person is engaged in  
20 the business of deferred deposit transactions, as defined in this division,  
21 without a license from the commissioner, or any licensee is violating any  
22 provisions of the division, the commissioner may order that person or  
23 licensee to desist and refrain from engaging in the business or further  
violating this division. If within 30 days, after the order is served, a written  
request for a hearing is filed and no hearing is held within 30 days  
thereafter, the order is rescinded.

24 Pursuant to California Financial Code section 23050, Cash Jar and Down Under Ventures  
25 doing business as Cash Jar are hereby ordered to desist and refrain from engaging in the business of  
26 deferred deposit transactions, including, but not limited to originating, or offering to originate,  
27 deferred deposit transactions in the State of California without first obtaining a license from the  
28 Commissioner, or otherwise being exempt.

GILBERT051



Mr. Sean Gilbert  
700 Gibson Dr. Apt 621  
Roseville, CA 95678-5757

RECEIVED  
SAC'S OFFICE  
FEB 22 2013 8:45 AM S.A.

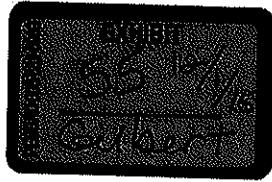
Cash Yes / Cash Tax / Payday Yes  
1501 Hatcher Ln Ste #B  
Columbia, Tennessee 38521  
MURKIN 372 5E 1 00 01/12/2013

RE: RETURN TO SENDER  
REFUND REQUEST AS AGREED  
MAILING TO FORWARD  
\* 1641-02735-088-46

RECEIVED  
FEB 22 2013 8:45 AM S.A.

## **EXHIBIT FF**

MARY ANN SMITH  
Deputy Commissioner  
SEAN M. ROONEY  
Assistant Chief Counsel  
SOPHIA C. KIM (CA BAR NO. 265649)  
Corporations Counsel  
DEPARTMENT OF BUSINESS OVERSIGHT  
320 West 4<sup>th</sup> Street, Suite 750  
Los Angeles, California 90013  
Telephone: (213) 576-7594  
Facsimile: (213) 576-7180



**Attorneys for Complainant**

BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT  
OF THE STATE OF CALIFORNIA

In the Matter of THE COMMISSIONER OF ) ORDER VOIDING TRANSACTIONS  
BUSINESS OVERSIGHT OF THE STATE OF ) PURSUANT TO CALIFORNIA FINANCIAL  
CALIFORNIA, ) CODE SECTION 23060; and  
 )  
Complainant, ) CITATIONS PURSUANT TO CALIFORNIA  
 ) FINANCIAL CODE SECTION 23058  
vs. )  
 )  
Cash Yes a.k.a. Cashyes.com, )  
 )  
Respondent. )

The Commissioner of Business Oversight of the State of California (“Commissioner”),<sup>1</sup> is informed and believes, and based on such information and belief, finds as follows:

I.

## **FACTUAL BACKGROUND**

1. Cash Yes a.k.a. Cashyes.com ("Cash Yes") is at all relevant times herein, an entity of unknown form. Cash Yes maintains a website at [www.cashyes.com](http://www.cashyes.com) listing its address as P.O. Box

<sup>1</sup> As of July 1, 2013, the Department of Corporations and the Department of Financial Institutions merged to form the Department of Business Oversight.

1 1469, Belize City, Belize Central America, with phone numbers 1-866-568-1419 and 1-866-568-  
2 1422, and fax number 1-877-898-3183. Cash Yes lists the following email addresses on its website:  
3 [infocy@cashyes.com](mailto:infocy@cashyes.com) and [recoveries@cashyes.com](mailto:recoveries@cashyes.com).

4 2. Cash Yes is engaged in the business of originating or offering to originate deferred  
5 deposit transactions (commonly referred to as “payday loans” or “payday advances”) over the  
6 internet to the general public, including California residents.

7 3. “Deferred deposit transaction” means a transaction whereby a person defers depositing  
8 a customer’s personal check until a specific date, pursuant to a written agreement for a fee or other  
9 charge. “Personal check,” which is referenced in California Financial Code section 23001(a),  
10 includes the electronic equivalent of a personal check, such as an Automated Clearing House  
11 (“ACH”) or debit card transaction.

12 4. On February 4, 2013, pursuant to California Financial Code section 23050, the  
13 Commissioner issued a Desist and Refrain Order to Cash Yes a.k.a. Cashyes.com and Hong Kong  
14 Partners d/b/a Cash Yes (“February 2013 Order”) ordering them to desist and refrain from violating  
15 Financial Code sections 23005 (engaging in the business of payday lending in California without a  
16 license), 23035 (payday lending face amounts exceeding \$300), and 23036 (charging excessive fees).  
17 The February 2013 Order remains in full force and effect.

18 5. The Commissioner has not issued a deferred deposit transaction originator license to  
19 Cash Yes pursuant to the CDDTL. As such, Cash Yes is not authorized to engage in payday lending,  
20 or to offer, originate, or make a deferred deposit transaction, arrange a deferred deposit transaction  
21 for a deferred deposit originator, act as an agent for a deferred deposit originator, or assist a deferred  
22 deposit originator in the origination of a deferred deposit transaction in California or to California  
23 residents.

24 6. Yet, beginning in or around July 2013, Cash Yes originated a deferred deposit  
25 transaction with at least one California resident who submitted a loan application on the internet. In  
26 or around July 2013, Cash Yes electronically deposited approximately \$700 into the California  
27 resident’s bank account. Between July 2013 and October 2013, Cash Yes electronically debited  
28

1 interest and fees from the California resident's bank account on a bi-monthly basis, withdrawing a  
2 total of approximately \$1580.

3 7. On or about November 5, 2013, the California resident received an email from Cash  
4 Yes stating that Cash Yes had sold the loan to First Novus, located at P.O. Box 333, Parshall, North  
5 Dakota 58770. On or about November 8, 2013, First Novus electronically debited \$200 from the  
6 California resident's bank account.

7 8. On or about November 20, 2013, the California resident received an email from First  
8 Novus stating that the "pay in full amount" was \$585 and an automatic payment of \$185 in interest  
9 and fees was scheduled to be electronically debited from the California resident's bank account on or  
10 about November 22, 2013. The telephone number to contact First Novus was the same as that of  
11 Cash Yes: 1-866-586-1419.

12  
13 II.

14 **ORDER VOIDING CALIFORNIA DEFERRED DEPOSIT TRANSACTIONS**

15 California Financial Code section 23060 provides:

16 (a) If any amount other than, or in excess of, the charges or fees permitted by  
17 this division is willfully charged, contracted for, or received, a deferred deposit  
18 transaction contract shall be void, and no person shall have any right to collect  
19 or receive the principal amount provided in the deferred deposit transaction, any  
charges, or fees in connection with the transaction.

20 (b) If any provision of this division is willfully violated in the making or  
21 collection of a deferred deposit transaction, the deferred deposit transaction  
22 contract shall be void, and no person shall have any right to collect or receive  
23 any amount provided in the deferred deposit transaction, any charges, or fees in  
connection with the transaction.

24 Pursuant to California Financial Code section 23060 subdivisions (a) and (b), any and all  
25 deferred deposit transactions contracted with California customers or in the State of California by  
26 Cash Yes a.k.a. Cashyes.com are therefore void. Cash Yes a.k.a. Cashyes.com are hereby ordered to  
27 immediately cease collecting all principal amounts, and return all principal amounts, provided in any  
28 and all deferred deposit transactions contracted with California customers or in the State of

1 California, and to disgorge any and all charges or fees received in conjunction with those deferred  
2 deposit transactions.

3 **III.**

4 **CITATIONS**

5 For the CDDTL violations of Cash Yes a.k.a. Cashyes.com, the Commissioner herein issues  
6 six (6) separate Citations (A through F), as part of this single document:

7 **CITATION A** – In or around July 2013, Cash Yes a.k.a. Cashyes.com originated a deferred deposit  
8 transaction with at least one California resident without a license, in violation of Financial Code  
9 section 23005;

10 **CITATION B** – In or around July 2013, Cash Yes a.k.a. Cashyes.com originated a deferred deposit  
11 transaction with at least one California resident without a license, in violation of the February 2013  
12 Order;

13 **CITATION C** – In or around July 2013, Cash Yes a.k.a. Cashyes.com originated a deferred deposit  
14 transaction with at least one California resident with a face amount exceeding the limit of \$300, in  
15 violation of Financial Code section 23035;

16 **CITATION D** – In or around July 2013, Cash Yes a.k.a. Cashyes.com originated a deferred deposit  
17 transaction with at least one California resident with a face amount exceeding the limit of \$300, in  
18 violation of the February 2013 Order;

19 **CITATION E** – In or around July 2013, Cash Yes a.k.a. Cashyes.com originated a deferred deposit  
20 transaction with at least one California resident charging an excessive transaction fee, in violation of  
21 Financial Code section 23036; and

22 **CITATION F** – In or around July 2013, Cash Yes a.k.a. Cashyes.com originated a deferred deposit  
23 transaction with at least one California resident charging an excessive transaction fee, in violation of  
24 the February 2013 Order.

25 California Financial Code section 23058 gives the Commissioner the authority to issue  
26 citations for the foregoing CDDTL violations. Section 23058 states:

27 (a) If, upon inspection, examination or investigation, based upon a complaint or  
28 otherwise, the department has cause to believe that a person is engaged in the  
business of deferred deposit transactions without a license, or a licensee or

person is violating any provision of this division or any rule or order thereunder, the department may issue a citation to that person in writing, describing with particularity the basis of the citation. Each citation may contain an order to desist and refrain and an assessment of an administrative penalty not to exceed two thousand five hundred dollars (\$2,500). All penalties collected under this section shall be deposited in the State Corporations Fund.

(b) The sanctions authorized under this section shall be separate from, and in addition to, all other administrative, civil, or criminal remedies.

(c) If within 30 days from the receipt of the citation of the person cited fails to notify the department that the person intends to request a hearing as described in subdivision (d), the citation shall be deemed final.

(d) Any hearing under this section shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code, and in all states the commissioner has all the powers granted therein.

(e) After the exhaustion of the review procedures provided for in this section, the department may apply to the appropriate superior court for a judgment in the amount of the administrative penalty and order compelling the cited person to comply with the order of the department. The application, which shall include a certified copy of the final order of the department, shall constitute a sufficient showing to warrant the issuance of the judgment and order.

Pursuant to California Financial Code section 23058, Cash Yes a.k.a. Cashyes.com is hereby ordered to pay the Commissioner an administrative penalty of two thousand five hundred dollars (\$2,500) for each of the six (6) citations (Citations A through F) for the total amount of ten thousand dollars (\$15,000) within thirty (30) days from the date of this citation.

Dated: March 28, 2014  
Los Angeles, California

JAN LYNN OWEN  
Commissioner of Business Oversight

By:

**MARY ANN SMITH**  
Deputy Commissioner

## EXHIBIT GG

**Loan Agreement & Disclosures**  
**Cash Yes**

Borrower's Name:  
**Sean Gilbert**

Loan #:  
**33402787**

**Roseville, CA, 95678**

**IN THIS LOAN AGREEMENT** (this "Agreement") the words "you", "your" and "I" mean the borrower who has electronically signed it. The words "we", "us" and "our" mean Hong Kong Partners, Ltd. d/b/a Cash Yes ("Lender"), a lender duly licensed and registered under the International Financial Services Commission Act of Belize, Chapter 272.

The following disclosures are provided to you in order to allow you to compare the cost of your credit with credit that is subject to the United States Truth in Lending Act (15 U.S.C. 1601 et seq.) ("TILA") or its implementing regulation, codified at 12 C.F.R. Part 1026 ("Regulation Z"):

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed
The cost of your credit as a yearly rate <b>576.32%</b>	The dollar amount the credit will cost you <b>\$127.50</b>	The amount of credit provided to you or on your behalf <b>\$425.00</b>

**Payment Schedule:** Your Payment Schedule will be one (1) payment of \$552.50 due on 12/17/2012 (your "Payment Due Date").

**Security:** You are giving us a security interest in your ECheck/ACH Authorization, credit card authorization or check, as applicable.

**Prepayment:** If you pay off early you will not have to pay a penalty and may be entitled to a refund of part of the finance charge.

**Additional Terms:** See the terms of this Agreement for any additional information about nonpayment, prepayment refunds, and default.

**You should refer to the appropriate contract document for information about nonpayment, default, the right to accelerate the maturity of the obligation, and prepayment rebates and penalties.**

**Itemization of Amount Financed:** Amount given to you directly: \$425.00. Prepaid finance charge: \$0.00. Amount paid on Loan No. 33402787: \$552.50.

**THIS LOAN IS DESIGNED AS A SOLUTION TO A SHORT-TERM CASH FLOW PROBLEM.**  
**THIS LOAN IS NOT DESIGNED AS A SOLUTION FOR LONGER TERM FINANCIAL PROBLEMS AND SHOULD NOT BE USED AS A SOLUTION FOR LONG TERM FINANCIAL PROBLEMS.**

**ADDITIONAL INTEREST AND/OR FEES MAY ACCRUE IF THE LOAN IS EXTENDED; EARLY PAYOFF WILL REDUCE INTEREST CHARGES.**

**CREDIT COUNSELING SERVICES ARE AVAILABLE TO CONSUMERS WHO ARE EXPERIENCING FINANCIAL PROBLEMS.**

**AT ANY TIME YOU CAN PAY OFF YOUR LOAN AND NOT INCUR ADDITIONAL INTEREST AND/OR FEES.**

To complete your transaction with us, you must electronically sign this Agreement by (a) selecting a box below, (b) entering your name and social security number, and (c) clicking the "I Agree" button at the end of the Agreement. We will then approve or deny the loan. If the loan is approved, it will be consummated on 11/28/2012 (the "Disbursement Date"). To fund your loan, we will use commercially reasonable efforts to effect a credit entry by depositing the proceeds of your loan into the bank account listed below in the Remotely Created Check/Automated Clearing House ("ACH") Authorization Section (your "Bank Account") on the Disbursement Date. Unavoidable delays as a result of bank holidays, the processing schedule of your individual bank, the untimely receipt of any required pay stubs, inadvertent processing errors, "acts of God", and/or "acts of terror" may extend the time for the deposit. In the event that the disbursement is delayed, the Disbursement Date will automatically adjust to reflect the date when proceeds entered your Bank Account. All terms of this Agreement remain in full force and effect until all amounts owed to us by you are paid in full, including those associated with any extensions, as described below.

**PROMISE TO PAY:** You promise to pay us the total amount of all monies borrowed plus all interest and/or fees according to the terms of our disclosures set forth above on the date stated in the Payment Schedule above (the "Payment Due Date"). You further promise to pay us any additional interest and/or fees that accrue in connection with any Partial Payment (as defined below) or Extension (as defined below) that you may request and that we, in our sole and absolute discretion, approve plus any

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other fees (including ACH return fees) and charges set forth in this Agreement (together with all amounts due on the Payment Due Date, the "Total Amount Owed"). No interest or other fees are charged after the Payment Due Date except in the event that we, in our sole and absolute discretion, grant any request you may make for a "Partial Payment" or an "Extension" as explained below. All payments will be applied first to interest, then to fees due us such as returned item charges, and then to principal. Both the amount and rate of interest and/or fees charged, disclosed below, respectively, as the Finance Charge and Annual Percentage Rate, are subject to adjustment in the event of a delayed disbursement.

**RIGHT TO RESCIND:** You may rescind this Agreement without cost or further obligation if you do so by 5:00 PM EST on the next business day following the Disbursement Date (the "Rescission Deadline"). To rescind this Agreement, you must inform us in writing, by the Rescission Deadline, by either faxing notice to 1-877-898-3183 or e-mailing to info@cashyes.com that you want to cancel this Agreement.

In the event that we timely receive your written notice of rescission on or before the Rescission Deadline but before the loan proceeds have been credited to your Bank Account, we will not effect a debit entry to your Bank Account and both our and your obligations under this Agreement will be rescinded. In the event that we timely receive your written notice of rescission on or before the Rescission Deadline but after the loan proceeds have been credited to your Bank Account, we will effect a debit to your Bank Account for the principal amount of your loan. If we receive payment of the principal amount via the debit, ours and your obligations under this Agreement will be rescinded. If we do not receive payment of the principal amount via the debit, then the Agreement will remain in full force and effect until all sums due and owing under this Agreement, including interest and/or fees, are repaid in full.

**PREPAYMENT:** At any time after the Rescission Deadline defined above, you may prepay your obligations (in \$25.00 increments) or in full before the Payment Due Date by contacting us at 1-866-568-1419, by sending us a fax to 1-877-898-3183 or sending an e-mail to informing us that you want to make a prepayment and giving us authorization to effect a debit entry to your Bank Account for the prepayment. If we receive the prepayment via the debit, it will be applied first to fees and then to principal. Please be advised that by paying your loan off early you will be entitled to a rebate of unearned interest.

**HOW INTEREST IS CALCULATED:** As an accommodation to borrowers from the United States, we provide the following disclosures concerning calculation of interest:

The interest due on this loan is based upon the cost of credit set forth in the chart below entitled "Cost of Credit (per \$100 borrowed)" (the "Cost of Credit Chart") and is reflected in the box above labeled "Finance Charge" on the first page of this Agreement. If you do not pay this Loan in full on the Due Date, additional interest will accrue as set forth in the Cost of Credit Chart. Depending on the length of time between the Effective Date and your Payment Due Date, you will be charged interest and/or fees as follows:

<b>COST OF CREDIT (per \$100 borrowed)</b>	<b>4-9 Days</b>	<b>10-27 Days</b>	<b>28-38 Days</b>
<b>New Customers</b>	\$15.00	\$30.00	\$60.00
<b>Returning Customers</b>	\$12.50	\$25.00	\$50.00

**PAYMENT OBLIGATIONS:** The Total Amount Owed is due on the Payment Due Date. On the Payment Due Date, you will be charged, in accordance with the Selected Payment Method (as defined below) for the Total Amount Owed.

**YOUR LEGAL OBLIGATION WITH US IS TO PAY THE TOTAL AMOUNT OWED (WHICH INCLUDES ALL ACCRUED INTEREST AND/OR FEES) VIA THE SELECTED PAYMENT METHOD TO SATISFY YOUR LOAN IN FULL ON THE PAYMENT DUE DATE.**

When you pay your loan in full on the Payment Due Date you will not incur additional interest and/or fees. Subject to certain limitations set forth in the Extensions section below, you may request one or more Extensions of your loan.

**If you cannot pay the Total Amount Owed on the Payment Due Date, you must contact us at 866-568-1419 at least three (3) banking business days prior to the Payment Due Date. At that time, you may choose to request an extension of your loan under either one of the following two options:**

1. **Partial Payment.** You may request to pay less than the entire principal amount of your loan (in increments of \$25.00) (a "Partial Payment") on the Payment Due Date. Your request to be allowed to make a Partial Payment will be approved or disapproved by us, in our sole discretion. If you request to make a Partial Payment, and we, in our sole discretion, approve your request:
  - a) Your Payment Due Date will be extended your next pay date (the "Extended Payment Due Date");
  - b) On the Payment Due Date, you will be charged, in accordance with the Selected Payment Method, for the amount of the principal balance on your loan that you tell us you wish to pay (in increments of \$25.00), plus accrued interest and any applicable fees that accrued up to the Payment Due Date; and
  - c) On the Extended Payment Due Date, you will be charged, in accordance with the Selected Payment Method, for the principal balance remaining on your loan plus the additional interest and any applicable fees that accrued up to the Extended Payment Due Date.
2. **Extension.** You may request that we extend the Payment Due Date (an "Extension"). Your request for an Extension will

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be approved or disapproved by us, in our sole discretion. If you request an Extension, and we, in our sole discretion, approve your request:

- a) Your Payment Due Date will be extended until your next Pay Date (the "Extended Payment Due Date");
- b) On the Payment Due Date, you will be charged, via the Selected Payment Method, for the amount of the accrued interest and any applicable fees; and
- c) On the Extended Payment Due Date, you will be charged, in accordance with the Selected Payment Method, for the principal balance remaining on your loan plus the additional accrued interest and any applicable fees.

In the event that we, in our sole and absolute discretion, approve your request for either a Partial Payment or an Extension, all other terms of this agreement will continue to apply.

Further, in the event that we, in our sole and absolute discretion, approve your request for either a Partial Payment or an Extension, the Extended Payment Due Date (as defined above) will be your next pay date. Depending on the length of time between the Payment Due Date and the Extended Payment Due Date, you will be charged as set forth above in the Cost of Credit Chart.

If you do not contact us at least three (3) banking business days prior to your Payment Due Date (or Extended Payment Due Date), we reserve the right to either (a) declare your loan in default and take appropriate collection action or (ii) interpret your silence as a request for an Extension (or, if you have already been granted four Extensions, we will assume that you have requested to make a partial payment consistent with the minimum principal payment requirement set forth in the Extensions section above), which we will grant or deny in our sole and absolute discretion. Please see the Limitations on Extensions section below for further details.

**LIMITATIONS ON EXTENSIONS:** We encourage you to pay off your loan as soon as possible so that you do not incur any additional fees. Upon your request, we may approve, at our sole discretion, up to four (4) Extensions. No Extension will be granted beyond the fourth (4th) Extension. All terms of this Agreement continue to apply to any Extension. If we, in our sole discretion, approve your request for an Extension, you will incur additional fees and/or interest charges on the principal balance remaining.

You acknowledge that you will be responsible for additional interest and/or fees if we grant your request for an Extension. You further acknowledge that the amount of additional interest and/or fees related to any Extension may vary depending on the duration of your requested Extension.

After the fourth Extension, we will only entertain requests for Partial Payments (in increments of \$25.00) whereby you agree to pay on the Extended Payment Due Date at least \$50.00 toward principal in addition to the accrued interest and applicable fees. If we, in our sole discretion, determine to approve your request for a Partial Payment under these circumstances:

1. Your Payment Due Date will be extended until your next pay date (which now becomes your Extended Payment Due Date);
2. On the Payment Due Date, you will be charged, in accordance with the Selected Payment Method, the required \$50.00 payment toward principal plus any additional amount of principal that you tell us you wish to pay, plus the accrued interest and any applicable fees; and
3. On the Extended Payment Due Date, you will be charged, in accordance with the Selected Payment Method, for the principal balance remaining on your loan plus the additional accrued interest and applicable fees.

**Once your principal balance decreases to less than \$100.00, no request for an Extension will be approved.** On the Payment Due Date, you will then be charged, in accordance with the Selected Payment Method, for the principal balance remaining on your loan plus the additional accrued interest and any applicable fees.

Neither our consideration of requests for Partial Payments or Extensions as set forth above nor our approvals, in our sole discretion, of any such requests will limit any of our other rights under the terms of this Agreement. All requests for Extensions or Partial Payments are subject to our approval and will be granted, or not, at our sole discretion.

**NOTICE: TO REQUEST APPROVAL FOR A PARTIAL PAYMENT OR AN EXTENSION, YOU MUST CALL US AT 1-866-568-1419 AT LEAST THREE (3) BANKING BUSINESS DAYS PRIOR TO YOUR PAYMENT DUE DATE (OR EXTENDED PAYMENT DUE DATE). IF YOU DO NOT CONTACT US AT LEAST THREE (3) BANKING BUSINESS DAYS PRIOR TO YOUR PAYMENT DUE DATE (OR EXTENDED PAYMENT DUE DATE), WE WILL ASSUME THAT YOU HAVE REQUESTED AN EXTENSION (OR, IF YOU HAVE ALREADY BEEN GRANTED FOUR EXTENSIONS, A PARTIAL EXTENSION, WHICH WE WILL GRANT OR DENY AT OUR SOLE DISCRETION)**

**RETURNED ITEM FEE:** You will incur an insufficient funds fee of \$30.00 if an item in payment of what you owe is returned unpaid, or if an ECheck/ACH debit entry, the authorization for which was not properly revoked by you, is rejected by your bank for any reason (each, a "Return Fee"). You authorize us to effect a credit to your Bank Account for the amount of any and all Return Fees.

**SAME DAY FUNDING REQUEST:** If your loan is approved, it will be funded on the Disbursement Date. The Disbursement

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Date is usually the next bank business day following our approval. We will use commercially reasonable efforts to effect a credit entry by depositing the proceeds of your loan (at no charge) into your Bank Account on the Disbursement Date. If you are eligible and you request or accept an invitation from us to receive your funds the "same day" that we approve your loan, we will use commercially reasonable efforts to effect a credit entry by depositing the proceeds of your loan into your Bank Account on the same day that we approve your loan. Unavoidable delays as a result of bank holidays, the processing schedule of your individual bank, the untimely receipt of any required pay stubs, inadvertent processing errors, "acts of God", and/or "acts of terror" may extend the time for the deposit. If disbursement is delayed, the Disbursement Date will automatically adjust to reflect the date when the loan proceeds entered your Bank Account, and you will not be charged or will be credited with the Same Day Funding Fee.

**SELECTED PAYMENT METHOD:** You may choose to repay your loan by means of an ECheck/ACH Authorization (the "ECheck/ACH Authorization"), a credit card authorization, or by check, certified check or money order (the "Selected Payment Method"). The default payment method is ACH unless otherwise requested by you. If you choose the option of repaying your loan by means of the ECheck/ACH Authorization, you will have thereby directed us to initiate an ECheck/ACH debit entry or entries from your Bank Account on the Payment Due Date or thereafter in the amount of the Total Amount Owed, additional accrued interest (in the event of a Partial Payment or an Extension (each as defined above) and applicable fees (including fees that may be assessed in the event of dishonor when presentment is made to your bank on your ECheck/ACH Authorization).

**SECURITY INTEREST:** You grant us a security interest in the ECheck/ACH Authorization, credit card authorization, check, certified check or money order in the Total Amount Owed, which we may negotiate on the Payment Due Date or thereafter. Pursuant to Comment 2(a)(25) of the Consumer Financial Protection Bureau Official Staff Commentary to 12 C.F.R. §1026.2, we have disclosed to you that our interest in your authorization to credit and debit your Bank Account, charge your Credit Card or your Debit Card is a security interest for Truth-in-Lending purposes only, because the laws and regulations of Belize do not clearly address this issue.

**PAYMENT BY CHECK:** If you wish to repay your loan by check, you will be required to authorize us either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your check, and you will not receive your check back from your financial institution.

**PAYMENT BY CERTIFIED CHECK/MONEY ORDER:** If you wish to repay your loan by certified check or money order, you must send the certified check or money order to Cash Yes P.O. Box 1469, Belize City, Belize, C.A., and we must receive it on or before the Payment Due Date (or Extended Payment Due Date).

**PAYMENT BY ECHECK/ACH AUTHORIZATION:** If you wish to repay your loan by means of electronic debit(s) to your Bank Account, you must provide us with an ECheck/ACH Authorization in which:

You hereby voluntarily authorize us, and our successors and assigns, including attorneys and third party collection agencies in the event of default, to initiate automatic debit entries via ACH, remotely created check, electronic funds transfer or wire transfer to your Bank Account: 121000358 and Bank Account Number: 002649201713, in accordance with this Agreement.

In the event that you wish us to utilize an ACH for payment on your loan, you authorize us to initiate an ACH debit entry (or entries, if necessary) to your Bank Account for the Total Amount Owed on your loan.

You agree that we may re-initiate a debit entry for the same or lesser amount if the ACH debit entry is dishonored or payment is returned for any reason. The ECheck/ACH Authorizations set forth in this Agreement are to remain in full force and effect for this transaction until your indebtedness to us for the Total Amount Owed is fully satisfied. You may only revoke the above authorizations by contacting us directly at least three (3) business days prior to the Payment Due Date (or Extended Payment Due Date). If you revoke your authorization, you agree to provide us with another form of payment acceptable to us. Furthermore, your electronic signature on this Agreement reflects your intent to authenticate any demand drafts (also known as telechecks) created and deposited in connection with repayment of your loan. This authorization to create a demand draft or drafts on your behalf may NOT be revoked by you until such time as the loan is paid in full.

You further authorize us to initiate debit entries or create demand drafts as necessary to recoup the outstanding loan balance whenever an ACH transaction is returned to us for any reason. If your payment is returned to us by your financial institution due to insufficient funds or a closed account, and we have to pursue collection efforts, you agree that we also may recover all costs of collection, including reasonable attorneys' fees, incurred by us in connection with those efforts.

You understand and agree that this ECheck/ACH Authorization is provided for your convenience, and that you have authorized repayment of your loan by ACH debits and/or demand drafts voluntarily. You agree that you may repay your indebtedness to us through any of the other Selected Payment Methods, including by providing timely payment via certified check or money order directed to: Cash Yes, P.O. Box 1469, Belize City, Belize, C.A. or by means of the Credit/Debit Card Authorization provided below.

You authorize us to verify all of the information that you have provided, including past and/or current information. If there is any missing or erroneous information in or with your loan application regarding your bank, bank routing and transit

number, or account number, then you authorize us to verify and correct such information.

You agree that the ECheck/ACH Authorization herein is for repayment of a single payment loan, which may be extended for additional periods, each of which would require an additional debit for accrued interest and applicable fees. These additional debits may recur at substantially regular intervals.

**PAYMENT BY CREDIT/DEBIT CARD AUTHORIZATION:** If you wish to repay your loan by means of a credit/debit card, you must provide us with an authorization to post charges in the Total Amount Owed to your credit/debit card account. This authorization will remain in full force and effect until either (1) all obligations under this Agreement have been satisfied or (2) it is cancelled, in writing, in such time as to give us and the card issuer reasonable opportunity to act upon it. Such cancellations shall be faxed to 1-877-898-3183 or e-mailed to info@cashyes.com. If you choose to cancel this authorization, you agree to provide another payment method acceptable to us in our sole discretion.

**DEFAULT:** You will be in default under this Agreement if: (a) you provide false or misleading information about yourself, your employment, or your financial condition (including the Bank Account on which any electronic debit is to be drawn) prior to entering this Agreement; (b) you fail to make a payment by the Payment Due Date or if your payment is returned to us unpaid for any reason; or (c) any of the following things occur: appointment of a committee, receiver, or other custodian of any of your property, or the commencement of a case under the US Federal Bankruptcy Laws by or against you as a debtor.

**GOVERNING LAW:** This Agreement will be governed by the laws of Belize, except that the arbitration provision is governed by the Belize Arbitration Act, Chapter 125, and the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, as adopted by the United Nations Conference on International Commercial Arbitration.

**DISCLOSURES:** As a courtesy to borrowers who are residents of the United States, we have provided disclosures consistent with United States law regarding the cost and terms of credit. As a licensed Belize lender, we are not subject to United States law or the law of any state within the United States. By providing you with these disclosures, we do not consent to, and there should be no implication regarding the application of United States law or the law of any state within the United States.

**BANKRUPTCY:** You certify to us that you are not a debtor under any insolvency or bankruptcy proceeding and presently have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code.

**CONSUMER REPORT:** You authorize us to obtain consumer reports about you from a consumer reporting agency (a "credit bureau") prior to approving this Agreement and at any time that you owe us money under any Loan Agreement. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**ASSIGNMENT:** We may assign or transfer this Agreement or any of our rights under this Agreement. This Agreement and our rights under this Agreement will be transferred by us only with written notice to you. All interest and amounts payable under this Agreement will be paid by you to (i) us or (ii) such persons for whom written notice of transfer of our rights has been received by you.

**EXECUTION:** If this Agreement is signed by you and approved by us, then you agree that the electronically signed Agreement we receive from you will be considered the original executed Agreement, which is binding and enforceable as to both parties.

**WAIVER OF JURY TRIAL AND ARBITRATION PROVISION:** Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve the dispute; and (b) agree, instead, to submit their dispute to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. We have a policy of arbitrating all disputes with customers, including the scope and validity of this Arbitration Provision, and to do so only with customers who are acting in their individual capacities, and not as representatives of a class.

**THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial and Arbitration Provision, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation: (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to the Agreement, the information you gave us before entering into the Agreement, including the customer information application, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities ("related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties ("Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

2. You acknowledge and agree that by entering into this Arbitration Provision:
  - A. **YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;**
  - B. **YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and**
  - C. **YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.**
3. All disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**
4. **YOU MAY OPT-OUT OF THE WAIVER OF JURY TRIAL AND ARBITRATION PROVISION WITHIN SIXTY (60) DAYS OF THE DATE OF THIS AGREEMENT BY CONTACTING US IN WRITING AT P.O. BOX 1469, BELIZE CITY, BELIZE, C.A., PROVIDING YOUR NAME AND LOAN NUMBER, AND STATING THAT YOU ARE OPTING OUT OF THE WAIVER OF JURY TRIAL AND ARBITRATION PROVISION. YOUR LETTER MUST BE RECEIVED BY US NO LATER THAN SIXTY (60) DAYS AFTER THE DATE OF THIS AGREEMENT. YOUR OPT-OUT WILL ONLY APPLY TO THIS AGREEMENT, AND WILL NOT AFFECT ANY OTHER LOANS YOU HAVE WITH US.**
5. All disputes arising out of or in connection with this Agreement shall be settled through arbitration in accordance with the Belize Arbitration Act and the Rules of Arbitration of the International Chamber of Commerce. Arbitration shall be conducted by one or more arbitrators appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce.
6. Arbitration shall be conducted in Belize. Upon request, you shall be permitted to participate in any and all arbitration hearings via telephone. Upon request, you will be provided with a toll free number to dial in to any and all arbitration hearings. Lender shall pay all costs associated with your telephone connection for any and all arbitration hearings.
7. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.
8. Regardless of who demands arbitration, at your request we will advance your portion of the arbitration expenses, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the Belize Arbitration Act, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by Belize statute or applicable Belize law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a Belize court with jurisdiction, less any Arbitration Fees you have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.
9. This Arbitration Provision is made pursuant to a transaction involving international commerce.
10. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. This Arbitration Provision continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. This Arbitration Provision survives any cancellation, termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any of this Arbitration Provision is held invalid, the remainder shall remain in effect.
11. The Arbitrator(s), and not any United States federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but

not limited to any claim all or any part of this Agreement is void or voidable.

Your right to file suit against us for any claim or dispute regarding this Agreement is limited by this **WAIVER OF JURY TRIAL AND ARBITRATION PROVISION**.

**CONSENT TO ELECTRONIC COMMUNICATIONS:** The following terms and conditions govern electronic communications in connection with this Agreement and your loan. By electronically signing this Agreement, you agree that any notices we are required to make to you may be delivered to you electronically (this "Consent"). You acknowledge and agree to the following terms and conditions of this Consent and that you have downloaded or printed a copy of this Consent for your records. You agree that:

- Any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to, this Agreement, this Consent, the Loan Application, the Truth in Lending disclosures set forth in this Agreement, any change-in-term notices, fee and transaction information, statements, delayed disbursement notices, notices of adverse action, state mandated brochures and disclosures, and transaction information ("Communications"), may be sent to you electronically by posting the information at our web site [www.cashyes.com](http://www.cashyes.com), or by sending it to you by secure e-mail.
- We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so. You may obtain a copy of any Communication by contacting us at or by calling us at 1-866-568-1419. You can also withdraw your consent to ongoing electronic communications in the same manner, and ask that they be sent to you in paper or non-electronic form.
- You agree to provide us with your current e-mail address for notices at the e-mail address or phone number indicated above. If your e-mail address, telephone number(s), or residence address changes, you must send us a notice of the new e-mail address/telephone number(s) by writing to us or sending us an e-mail, using secure messaging, at least five (5) days before the change.
- In order to receive electronic communications in connection with this transaction, you will need a working connection to the Internet. Your browser must support the Secure Sockets Layer (SSL) protocol. SSL provides a secure channel to send and receive data over the Internet through HS encryption capabilities. Most current Internet browsers (Chrome, Firefox, Internet Explorer, etc.) support this feature. You will also need a printer connected to your computer to print disclosures/notices or have sufficient hard drive space available to save the information (e.g., 1 MB or greater). We do not provide ISP services. You must have your own Internet Service Provider.
- We may amend (add to, delete or change) the terms of this Consent by providing you with advance notice.

**SMS STATEMENT NOTIFICATIONS DISCLOSURE:** This SMS Statement Notifications Disclosure (this "Disclosure") applies to each account you have with Cash Yes for which you have elected to receive Short Message Service ("SMS") messages.

As used in this SMS Statement Notifications Disclosure, "SMS Statement Notifications" means any SMS (text message) communications from us to you pertaining to your loan, sent to the phone numbers listed on your application, including but not limited to payment information, account information, due dates, delinquent accounts, program updates, promotions, coupons and other marketing messages.

1. **How to Unsubscribe:** You may withdraw your consent to receive SMS Statement Notifications by changing your preference on the Notification Settings page within [www.cashyes.com](http://www.cashyes.com). Alternatively, you may call us at 1-866-568-1419. At our option, we may treat your provision of an invalid mobile phone number, or the subsequent malfunction of a previously valid mobile phone number, as a withdrawal of your consent to receive SMS Statement Notifications. We will not impose any fee to process the withdrawal of your consent to receive SMS Statement Notifications. Any withdrawal of your consent to use SMS Statement Notifications will be effective only after we have a reasonable period of time to process your withdrawal.
2. To request additional information, contact us by telephone at 1-866-568-1419.
3. The services are available on the following carriers: AT&T, Verizon Wireless, T-Mobile, Sprint, Nextel, Dobson, U.S. Cellular, and Virgin Mobile. Additional carriers are added as they become available.
4. In order to access, view, and retain SMS Statement Notifications that we make available to you, you must have: (1) an SMS-capable mobile phone, (2) an active mobile phone account with a communication service provider; and (3) sufficient storage capacity on your mobile phone.
5. All SMS Statement Notifications in electronic format from us to you will be considered "in writing."
6. There is no service fee for SMS Statement Notifications but you are responsible for any and all charges, including but not limited to fees associated with text messaging, imposed by your communications service provider. Other charges may apply. Such charges may include those from your communications service provider. Please consult your mobile service carrier's pricing plan to determine the charges for sending and receiving text messages. These charges will appear on

your phone bill. Message frequency depends on account settings.

7. Additionally, you agree that we may send any SMS Statement Notifications through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. You agree to provide a valid mobile phone number for these services so that we may send you certain information about your loan. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable federal, state, or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of this Agreement. SMS Statement Notifications are provided for your convenience only. Receipt of each SMS Statement may be delayed or impacted by factor(s) pertaining to your communications service provider(s). We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the SMS Statement Notifications sent by us.
8. We may modify or terminate SMS from time to time, for any reason, and without notice, including the right to terminate text messaging with or without notice, without liability to you, any other user or a third party. We reserve the right to modify these Terms of Use from time to time without notice. Please review these Terms of Use from time to time so that you are timely notified of any changes.

#### PRIVACY POLICY

FACTS	WHAT DOES Cash Yes DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and bank account information</li> <li>• account balances and income</li> <li>• payment history and credit history</li> </ul>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reason Cash Yes chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Cash Yes share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes

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For nonaffiliates to market to you	Yes	Yes
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<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Call 1-866-568-1419 – our menu will prompt you through your choice(s) or</li> <li>• Visit us on the web at <a href="http://www.cashyes.com">www.cashyes.com</a></li> </ul> <p><b>Please note:</b> If you are a new customer, we can begin sharing your information 30 days from the date you sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
Questions?	Call 1-866-568-1419 or go to <a href="http://www.cashyes.com">www.cashyes.com</a>

<b>Who we are</b>	
Who is providing this notice?	Cash Yes is providing this privacy policy and it applies to all loans made by the company and all products and services offered in connection with such loans.
<b>What we do</b>	
How does Cash Yes protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Cash Yes collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for a loan</li> <li>• Give us your income information</li> <li>• Tell us where to send the money</li> <li>• Provide account information</li> <li>• Provide employment information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

<b>Definitions</b>	
Affiliates	Companies related by common ownership or control. Our affiliates include financial companies such as other lenders and non-financial companies such as marketing and servicing companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>Nonaffiliates we share with can include other lenders and direct marketing companies.</i></li> </ul>
Joint marketing	

	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners can include institutions such as other lenders or marketers.</li> </ul>
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**DISCLOSURES PROVIDED FOR PURPOSES OF COMPLIANCE WITH BELIZE INTERNATIONAL MONEY LENDING REGULATIONS:**

In conformity with Part V, No. 26(1) of the Belize International Money Lending Regulations (the "Belize Regulations"), the interest rate charged on your loan does not exceed an annual percentage rate of 48% and is not compounded. Consistent with the Belize Regulations, Lender is not precluded from levying other finance charges as set forth herein.

*The maximum cost of credit under this loan, as calculated in accordance with the Belize Regulations, is as follows:*

<b>MAXIMUM COST OF CREDIT PER \$100 BORROWED (<i>Interest and Fees</i>) FOR NEW CUSTOMERS</b>	<b>4-9 Days</b>	<b>10-27 Days</b>	<b>28-38 Days</b>
Interest	\$0.39	\$0.99	\$2.76
Fees	\$14.61	\$29.02	\$57.24
<b>Total (Interest and Fees)</b>	<b>\$15.00</b>	<b>\$30.01</b>	<b>\$60.00</b>
<b>MAXIMUM COST OF CREDIT PER \$100 BORROWED (<i>Interest and Fees</i>) FOR RETURNING (VIP) CUSTOMERS</b>	<b>4-9 Days</b>	<b>10-27 Days</b>	<b>28-38 Days</b>
Interest	\$0.39	\$0.99	\$2.76
Fees	\$12.12	\$24.03	\$47.24
<b>Total (Interest and Fees)</b>	<b>\$12.51</b>	<b>\$25.02</b>	<b>\$50.00</b>

**Electronic Signature and Consents**

By signing below you acknowledge that this Agreement was filled in before you signed and that you have reviewed the entire document. You acknowledge that you have read, understand, and agree to all of the terms of this Agreement, including the provision entitled WAIVER OF JURY TRIAL AND ARBITRATION PROVISION and the PRIVACY POLICY. You agree to print or electronically save a copy of the completed Agreement for your records. You agree that the information you gave us prior to entering into this Agreement is accurate. You represent that you are not a debtor under any proceeding in bankruptcy.

By signing below you agree to the terms, and that your computer system meets the requirements, set forth in the Consent to Electronic Communications above, and that you are able to access and print/save information presented at this web site. You also agree to receive Communications from us electronically.

By signing below you authorize us to effect a credit entry by depositing the proceeds of your loan into the bank account listed above in the Remotely Created Check/Automated Clearing House ("ACH") Authorization Section on the Disbursement Date.

If you selected ECheck/ACH Authorization, you agree that we will initiate ACH debits to your Bank Account as described under the ECheck/ACH Authorization above. You further agree that the debit entries authorized herein are for repayment of a single payment loan which may be extended for additional periods, each of which would require an additional debit for accrued interest and applicable fees. These additional debits may recur at substantially regular intervals. You agree that this ECheck/ACH Authorization is subject to our approval of the Agreement.

You also agree that, in the event an ACH debit entry or other payment is returned unpaid, we may charge any and all amounts owing under the terms of this Agreement to the Credit/Debit Card that you provide for such purpose, as described in the CREDIT/DEBIT CARD AUTHORIZATION section of this Agreement.

By signing below you also acknowledge that you are not required to consent to repay your loan by ACH transaction. If you authorize us to effect ACH debit and credit entries for this loan and any extensions, you also agree that the ECheck/ACH and Credit Card Authorizations set forth in this Agreement are to remain in full force and effect for this transaction until your indebtedness to us for the Total Amount Owed is fully satisfied. You may only revoke the above authorizations by contacting us directly and in writing. If you revoke the above authorizations, we will require you to satisfy your indebtedness through another

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Payment Method that is acceptable to us.

By signing below you authorize us to verify all of the information that you have provided, including past and/or current information. You certify that you have made or will make all payments on any previous loans with Lender, and you agree that Lender may cancel this loan if any payment on previous loans is not made or is returned unpaid. You agree that we may obtain information about you and your Bank Account from your bank and/or consumer reporting agencies and other services until all amounts owing pursuant to this Agreement are paid in full. If there is any missing or erroneous information in or with your loan application regarding your bank, bank routing number, or account number, then you authorize us to verify and correct such information.

**Borrower Name:** *sean gilbert*  
Signed: 11/26/2012

**Application Agreement**  
**Cash Yes**

Borrower's Name:  
**Sean Gilbert**

Loan #:  
**33402787**

**Roseville, CA, 95678**

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, the Money Laundering (Prevention) Act, Cap. 104 of the Laws of Belize requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask for a copy of your driver's license or other identifying documents.

The information being requested and observed is for compliance with the requirements of the Money Laundering (Prevention) Act implementing customer identification and verification requirements. The information in no way will be used in making the credit decision on your completed application.

**Notice:** A short term loan should be used for short-term financial needs only. This loan is not designed as a solution to long-term financial problems and should not be used as such. Customers with credit difficulties should seek credit counseling or meet with a nonprofit financial counseling service in their community.

**GOVERNING LAW:** You have acknowledged that the key elements of acceptance of this Application by us, approval by our underwriters, disbursement of loan proceeds and repayment of principal and fees all occurred, or will occur, in Belize, and you and we agree that any controversies that may arise hereunder shall be governed exclusively by the laws of Belize. You and we agree that any controversies that may arise hereunder shall be resolved exclusively by Arbitration.

**AGREEMENT TO ARBITRATE ALL DISPUTES:** Arbitration is a means for legal matters between two parties to be resolved by a neutral arbitrator rather than a court. All claims, demands, disputes or controversies between you and Cash Yes (its employees, officers, directors, members, agents or assigns), including disputes regarding the scope and validity of this Arbitration clause, and any loan you have had in the past, any loan you may now have, or any loan you may acquire in the future, shall be subject to Arbitration as provided below herein. If your application is approved and you enter into a Loan Agreement with us, this Arbitration Clause is incorporated into the Loan Agreement and made part thereof. You agree that YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY. This Arbitration Agreement shall apply to all claims, whether under common law or pursuant to federal, state or local statute, regulation or ordinance, or for claims of fraud, misrepresentation or for collection of the loan, and you specifically waive your right to bring, join or participate in any class action lawsuit. All Arbitration claims shall be resolved by binding individual (not joint or class) arbitration by and finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. This agreement to arbitrate all disputes shall apply no matter by whom or against whom the claim is filed. This arbitration agreement is made pursuant to a transaction involving international commerce. Judgment upon the award may be entered by any party in any court having jurisdiction. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

**NOTICE: YOU AND WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.**

**AGREEMENT NOT TO BRING, JOIN OR PARTICIPATE IN CLASS ACTIONS:** To the extent permitted by law, you agree that you will not bring, join or participate in any class action as to any claim, dispute or controversy you may have against us, our employees, officers, directors, servicers and assigns. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs we incur in seeking such relief. This agreement does not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above.

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**BANKRUPTCY:** You certify to us that you are not a debtor in any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code.

**CONSENT TO ELECTRONIC COMMUNICATIONS:** The following terms and conditions govern electronic communications in connection with this Application and the transaction evidenced hereby (this "Consent"). By electronically signing this Application, you agree that any notices we are required to make to you may be delivered to you electronically. You acknowledge and agree to the following terms and conditions of this Consent and that you have downloaded or printed a copy of this Consent for your records. You agree that:

- Any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to this Application, this Consent, the Loan Agreement, the Truth in Lending disclosures set forth in the Loan Agreement, change-in-term notices, fee and transaction information, statements, delayed disbursement notice, notices of adverse action, state mandated brochures and disclosures, and transaction information ("Communications"), may be sent to you electronically by posting the information at our web site, [www.cashyes.com](http://www.cashyes.com), or by sending it to you by email.
- We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so.
- You may obtain a copy of any Communication by contacting us at or by calling us at 1-866-568-1419. You also can withdraw your consent to ongoing electronic communications in the same manner, and ask that they be sent to you in paper or non-electronic form.
- You agree to provide us with your current email address for notices at the email address or phone number indicated above. If your email address, telephone number(s), or residence address changes, you must send us a notice of the new address/telephone number(s) by writing to us or sending us an email, using secure messaging, at least five (5) days before the change.
- In order to receive electronic communications in connection with this transaction, you will need a working connection to the Internet. Your browser must support the Secure Sockets Layer (SSL) protocol. SSL provides a secure channel to send and receive data over the Internet through HS encryption capabilities. Netscape 4.7+ and above and Microsoft Internet Explorer 5.01+ and above support this feature. You will also need a printer connected to your computer to print disclosures/notices or have sufficient hard drive space available to save the information (e.g., 1 MB or greater). We do not provide ISP services. You must have your own Internet Service Provider.
- We may amend (add to, delete or change) the terms of this Consent by providing you with advance notice.

**CONSUMER REPORTS:** You authorize us to obtain consumer reports about you prior to approving this Application and at any time that you owe us money under any Loan Agreement. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**BY TYPING YOUR NAME BELOW, YOU ARE PROVIDING YOUR ELECTRONIC SIGNATURE AND SIGNIFYING THAT (1) YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS APPLICATION; (2) YOUR SYSTEM MEETS THE REQUIREMENTS SET FORTH ABOVE; (3) YOU AGREE TO RECEIVE ALL COMMUNICATIONS ELECTRONICALLY; AND (4) YOU ARE ABLE TO ACCESS AND PRINT OR ELECTRONICALLY STORE INFORMATION PRESENTED AT THIS WEBSITE. PLEASE TAKE NOTICE THAT IF YOU ARE APPROVED FOR A LOAN BY Cash Yes, SUCH LOAN WILL BE MADE IN RELIANCE OF EACH AND EVERY TERM OF A LOAN AGREEMENT AND DISCLOSURE TO BE SIGNED BY YOU.**

**BORROWER AGREES TO ALL OF THE TERMS OF THIS APPLICATION** by signing below and submitting. By signing this Application you certify that all of the information provided above is true, complete and correct and provided to us, Cash Yes, for the purpose of applying for a loan. By signing below you also agree to the Agreement to Arbitrate All Disputes and the Agreement Not To Bring, Join Or Participate in Class Actions and acknowledge receiving a fully completed copy of this Application. **You acknowledge and agree that this Application will be deemed incomplete and will not be processed by us unless signed by you below.**

**Military Members:** Federal law provides important protections to active duty members of the Armed Forces and their dependents. To ensure that these protections are provided to eligible applicants, we require you to check one of the following statements as applicable:

**I AM NOT** a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such member).

**I AM** a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer. Or I am a dependent of a member of the Armed Forces on active duty as described above, because I am the member's spouse, the member's child under the age of eighteen years old, or I am an individual for whom the member provided more than one-half of my financial support for 180 days immediately preceding today's date.

**Borrower Name:** *sean gilbert*

**GILBERT012**

Signed: 11/26/2012

**ACH Payment Authorization**

Borrower's Name:  
Sean Gilbert

Loan #:  
33402787

Roseville, CA, 95678  
(000) 000 - 0000

**"YOUR BANK ACCOUNT" INFORMATION:**

Bank Name: Bank Of America  
Transit ABA Number: 121000358  
Checking Account Number: [REDACTED]  
Amount: \$552.50  
Payment Due Date: 12/17/2012

**ACH DEBIT AUTHORIZATION:** You hereby voluntarily authorize us, and our successors and assigns, to initiate an ACH entry or ACH entries to your Bank Account as described in the Loan Agreement.

This Authorization is a part of and relates to the Loan Agreement dated 11/26/2012 (the "Loan Agreement"). The words "you", "your" and "I" mean the borrower who has electronically signed it. The words "we", "us" and "our" mean Cash Yes ("Lender"), a licensed lender of payday loans under the International Financial Services Commission Act of Belize, Chap. 272.

You hereby voluntarily authorize us, and our successors and assigns, to initiate automatic debit entries to your Bank Account in accordance with the Loan Agreement. You agree that, we may initiate a debit entry to your Bank Account, and re-initiate a debit entry, up to two additional times, for the same amount if the initial ACH debit entry is dishonored.

You also voluntarily authorize us to initiate an ACH debit entry (or entries, if necessary, in the event your loan is extended) to your Bank Account for the Total Amount Owed on your loan (as defined in the Loan Agreement).

The ACH Authorizations set forth in the Loan Agreement are to remain in full force and effect for this transaction until your indebtedness to us for the Total Amount Owed is fully satisfied. You may only revoke the above authorizations by contacting us directly. If you revoke your authorization, you agree to provide us with another form of payment acceptable to us and you authorize us to prepare and submit one or more checks drawn on your Bank Account so long as amounts are owed to us under the Loan Agreement.

If you do not contact us regarding an extension of your loan at least three (3) banking business days prior to your Payment Due Date (or Extended Payment Due Date), we will assume that you wish to request to have your loan extended, and will grant or deny that request within our sole discretion.

You have the right to change your Payment Method at any time. If you do not change your Payment Method we will assume that the ACH Authorizations are still in effect.

You understand and agree that this ACH Authorization is provided for your convenience, and that you have authorized repayment of your loan by ACH debits voluntarily. You agree that you may repay your indebtedness through other means, including by providing timely payment via cashier's check or money order directed to: Cash Yes, P.O. Box 1469, Belize City, Belize, C.A.

You authorize us to verify all of the information that you have provided, including past and/or current information. You agree that the ACH Authorization herein is for repayment of a single payment loan, including accrued interest and applicable fees, although multiple debits can occur if the loan is extended, these additional debits may recur at substantially regular intervals. If there is any missing or erroneous information in or with your loan application regarding your bank, bank routing and transit number, or account number, then you authorize us to verify and correct such information.

If your payment is returned to us by your financial institution due to insufficient funds, or a closed account, you agree that we may recover all costs of collection, including reasonable attorneys' fees, incurred by us in attempting to collect all outstanding amounts.

**Right to stop payment and procedure for doing so:** If you have told us in advance to take regular payments out of your account, you can stop any of these payments. **Here's how:**

Call us Monday to Friday, 8AM - 6PM EST, at 1-866-568-1419 or write us at Cash Yes, P.O. Box 1469, Belize City, Belize, C.A., in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

**Liability for failure to stop payment of preauthorized transfer:** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

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If you believe that an error has occurred in processing a credit or debit, please call us Monday to Friday, 8AM - 6 PM EST, at 1-866-568-1419, or write us at Cash Yes, P.O. Box 1469, Belize City, Belize, C.A. We will be happy to investigate any perceived errors and respond to you as soon as possible.

***By entering your name below, you are electronically signing and agreeing to all the terms of this ACH Authorization and providing or confirming your electronic signature on this Agreement.***

**Borrower Name:** *sean gilbert*  
Signed: 11/26/2012

GILBERT014

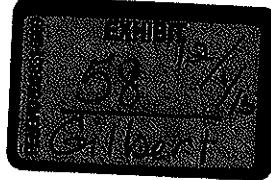
## EXHIBIT HH



BANK OF AMERICA, N.A. (THE "BANK")

## Hold and Transaction History

Original Auth/Hold Date	Posting Date	Merchant Category	Transaction Description	Trans Type	Amount	Available Balance History	Statement Balance	NSF/OD Fee
**Ending Balance January 02**								
01/02/13			Check 138		\$(47.24)	\$0.00	\$0.00	
01/02/13			NSF: RETURNED ITEM FEE FOR ACTIVITY OF 12-31		\$(35.00)	\$0.00	\$0.00	
01/02/13			NSF: RETURNED ITEM FEE FOR ACTIVITY OF 12-31		\$(35.00)	\$35.00	\$35.00	
01/02/13			NSF: RETURNED ITEM FEE FOR ACTIVITY OF 12-31		\$(35.00)	\$70.00	\$70.00	
01/02/13	01/02/13		BKOFAMERICA ATM 01/02 #000009175 DEPOSIT		\$119.73	\$105.00	\$105.00	
**Ending Balance December 31**								
(12/31/12)			Check 138 DES:DIRECT PAY ID:57502B707650		\$(17.50)	\$(14.73)	\$(14.73)	\$35.00
12/31/12			Check 137		\$(295.07)	\$(14.73)	\$(14.73)	\$35.00
12/31/12			ADVANCEAMERICA DES:CHECKCONVR CHECK /		\$(300.00)	\$(14.73)	\$(14.73)	\$35.00
12/31/12			NSF: RETURNED ITEM FEE FOR ACTIVITY OF 12-21		\$(35.00)	\$(14.73)	\$(14.73)	
12/31/12			NSF: RETURNED ITEM FEE FOR ACTIVITY OF 12-21		\$(35.00)	\$20.27	\$20.27	
**Ending Balance December 28**								
12/28/12	12/28/12		BKOFAMERICA ATM 12/28 #000007008 WITHDRWL		\$(20.00)	\$55.27	\$55.27	
	12/28/12		8007205606PDMOBI DES:8007205606 ID:0000003438-		\$(112.50)	\$75.27	\$75.27	\$35.00
	12/28/12		Ameriloan DES:DEBIT ID:14129094		\$(135.00)	\$75.27	\$75.27	\$35.00
	12/28/12		NSF: RETURNED ITEM FEE FOR ACTIVITY OF 12-21		\$(35.00)	\$75.27	\$75.27	
	12/28/12		NSF: RETURNED ITEM FEE FOR ACTIVITY OF 12-21		\$(35.00)	\$110.27	\$110.27	
	12/28/12		DOLLAR TREE STOR DES:PR PAYMENT ID:0002-00		\$198.64	\$145.27	\$145.27	
**Ending Balance December 27**								
12/27/12			OPD DES:8885323469 ID:0-0112136-01		\$(30.00)	\$(53.37)	\$(53.37)	\$35.00
12/27/12			OPD DES:8885323469 ID:0-0112136-01		\$(90.00)	\$(53.37)	\$(53.37)	\$35.00
**Ending Balance December 26**								
12/26/12			NSF: RETURNED ITEM FEE FOR ACTIVITY OF 12-21		\$(35.00)	\$(53.37)	\$(53.37)	
**Ending Balance December 24**								
12/24/12			Check 128		\$(300.00)	\$(18.37)	\$(18.37)	\$35.00
12/24/12			NSF: RETURNED ITEM FEE FOR ACTIVITY OF 12-21		\$(35.00)	\$(18.37)	\$(18.37)	
**Ending Balance December 21**								
12/20/12	12/21/12	Advertisin	CHECKCARD 1220 FACEBOOK.COM*R3QK422DJ		\$(3.00)	\$16.63	\$16.63	
	12/21/12		OPD DES:8885323469 ID:0-0112136-01		\$(90.00)	\$19.63	\$19.63	\$35.00
	12/21/12		VIPLOANSHP DES:8665981100 ID:44000BS71859		\$(120.00)	\$19.63	\$19.63	
12/21/12	12/21/12		BKOFAMERICA ATM 12/21 #000003457 WITHDRWL		\$(280.00)	\$139.63	\$139.63	
12/21/12	12/21/12		BKOFAMERICA ATM 12/21 #000003454 WITHDRWL		\$(600.00)	\$419.63	\$419.63	
	12/21/12		NSF: RETURNED ITEM FEE FOR ACTIVITY OF 12-21		\$(35.00)	\$1,019.63	\$1,019.63	
12/20/12	12/21/12		BKOFAMERICA ATM 12/20 #000008645 DEPOSIT		\$160.00	\$1,054.63	\$1,054.63	
	12/21/12		COMPCO TRUST DES:PAYROLL ID:10018911API		\$887.28	\$894.63	\$894.63	
**Ending Balance December 20**								
12/20/12			Cardtronics 12/20 #000008167 BAL INQ		\$(2.00)	\$4.35	\$7.35	
(12/20/12)			Check 128 DES:DIRECT PAY ID:57502B707650		\$(157.50)	\$6.35	\$9.35	\$35.00
12/20/12	12/20/12	Advertisin	FACEBOOK.COM*CRED 650-543-7818 CA 48158300 Processing		\$(3.00)	\$6.35	\$9.35	
**Ending Balance December 19**								
12/19/12	12/19/12		BKOFAMERICA ATM 12/19 #000003562 DEPOSIT		\$50.00	\$9.35	\$9.35	
**Ending Balance December 18**								



Original Auth/Hold Date	Posting Date	Merchant Category	Transaction Description	Trans Type	Amount	Available Balance History	Statement Balance	NSF/OD Fee
	12/18/12		NSF: RETURNED ITEM FEE FOR ACTIVITY OF 12-1; **Ending Balance December 17**		\$(35.00)	\$(40.65)	\$(40.65)	
12/14/12	12/17/12	Advertisin	CHECKCARD 1215 FACEBOOK.COM*6J9K422DJ		\$(8.50)	\$(5.65)	\$(5.65)	
12/14/12	12/17/12	Restaurant	CHECKCARD 1214 MOUNTAIN MIKES PIZZA		\$(30.00)	\$2.85	\$2.85	
12/17/12			Cash Yes DES DIRECT PAY ID:57502B734317		\$(127.50)	\$32.85	\$32.85	\$36.00
			**Ending Balance December 14**				\$32.85	
12/14/12	12/14/12	Service St	ROSEVILLE STAT 12/14 #000084043 PURCHASE		\$(7.45)	\$2.27	\$32.85	
12/14/12	12/14/12		BKOFAMERICA ATM 12/14 #000006789 WITHDRWL		\$(120.00)	\$9.72	\$40.30	
12/14/12			8007205606PDMOBIDES:8007205606 ID:08000003420		\$(145.00)	\$129.72	\$160.30	
12/14/12			ACTIONCARD DES85522846601ID48100B561#02		\$(180.00)	\$274.72	\$305.30	
12/14/12	12/14/12	Advertisin	FACEBOOK.COM*CRED 650-543-7818 CA 48158300 Processing		\$(8.50)	\$454.72	\$485.30	
12/14/12	12/14/12	Restaurant	MOUNTAIN MIKES PT ORANGEVALE CA 4815830 Processing		\$(22.08)	\$463.22	\$485.30	
12/14/12			DOLLAR TREE STOR DES:PR PAYMENT ID:0002-00		\$213.52	\$485.30	\$485.30	
12/14/12			SGO LTD DES8668286351ID010302789-06		\$250.00	\$271.78	\$271.78	
			**Ending Balance December 13**				\$21.78	
12/13/12	12/13/12		BKOFAMERICA ATM 12/13 #000004486 WITHDRWL		\$(200.00)	\$21.78	\$21.78	
12/13/12	12/13/12		BKOFAMERICA ATM 12/13 #000004485 DEPOSIT		\$216.85	\$221.78	\$221.78	
			**Ending Balance December 11**				\$4.93	
12/09/12	12/11/12	Direct Mar	CHECKCARD 1210 EPOCH.COM*LATOURAINE		\$(24.95)	\$4.93	\$4.93	
12/11/12	12/11/12		BKOFAMERICA ATM 12/11 #000008186 WITHDRWL		\$(40.00)	\$29.88	\$29.88	
			**Ending Balance December 10**				\$69.88	
12/10/12			GCA* THUNDER V 12/10 #000009493 WITHDRWL		\$(2.00)	\$44.93	\$69.88	
12/10/12			CardtronicsLPC 12/10 #000003243 WITHDRWL		\$(2.00)	\$46.93	\$71.88	
12/10/12			Wire Transfer Fee		\$(12.00)	\$48.93	\$73.88	
12/08/12	12/10/12	Advertisin	CHECKCARD 1209 FACEBOOK.COM*CRSG422CG		\$(2.50)	\$60.93	\$85.88	
12/09/12	12/10/12	Service St	ROSEVILLE STAT 12/09 #000804884 PURCHASE		\$(5.46)	\$63.43	\$88.38	
12/10/12	12/10/12	Drug Store	CVS 03862 12/10 #000032375 PURCHASE		\$(7.96)	\$68.89	\$93.84	
12/09/12	12/10/12	Advertisin	CHECKCARD 1209 FACEBOOK.COM*ERSG422CG		\$(10.00)	\$76.85	\$101.80	
12/08/12	12/10/12	Advertisin	CHECKCARD 1209 FACEBOOK.COM*IQSG422CG		\$(10.00)	\$86.85	\$111.80	
12/08/12	12/10/12	Advertisin	CHECKCARD 1209 FACEBOOK.COM*UQSG422CG		\$(25.00)	\$96.85	\$121.80	
12/10/12	12/10/12		GCA* THUNDER V 12/10 #000009493 WITHDRWL		\$(84.00)	\$121.85	\$146.80	
12/10/12	12/10/12		BKOFAMERICA ATM 12/10 #000001540 WITHDRWL		\$(100.00)	\$205.85	\$230.80	
12/08/12	12/10/12	Non Financ	CHECKCARD 1208 VESTA *Netspend		\$(101.95)	\$305.85	\$330.80	
12/08/12	12/10/12	Non Financ	CHECKCARD 1208 VESTA *Netspend		\$(101.95)	\$407.80	\$432.75	
12/07/12	12/10/12	Non Financ	CHECKCARD 1207 VESTA *Netspend		\$(101.95)	\$509.75	\$534.70	
12/07/12	12/10/12	Non Financ	CHECKCARD 1207 VESTA *Netspend		\$(101.95)	\$611.70	\$636.65	
12/10/12	12/10/12		CardtronicsLPC 12/10 #000003243 WITHDRWL		\$(303.00)	\$713.65	\$738.60	
12/09/12	12/10/12	Direct Mar	800-893-8871 EPOCH EPOCH.COM CA 48158300038 Processing		\$(24.95)	\$1,016.65	\$1,041.60	
12/08/12	12/10/12		BKOFAMERICA ATM 12/08 #000007574 DEPOSIT		\$200.00	\$1,041.60	\$1,041.60	
12/10/12	12/10/12		BKOFAMERICA ATM 12/10 #000001539 DEPOSIT		\$255.00	\$841.60	\$841.60	
12/10/12			WIRE TYPE:WIRE IN DATE: 121210 TIME:1417 ET		\$380.00	\$586.60	\$586.60	
			**Ending Balance December 07**				\$206.60	
12/06/12	12/07/12	Advertisin	CHECKCARD 1206 FACEBOOK.COM*ZHKG422CG		\$(2.50)	\$104.65	\$206.60	
12/06/12	12/07/12	Advertisin	CHECKCARD 1206 FACEBOOK COM*JFKG422CG		\$(4.00)	\$107.15	\$209.10	
12/06/12	12/07/12	Advertisin	CHECKCARD 1206 FACEBOOK.COM*FFKG422CG		\$(5.00)	\$111.15	\$213.10	
12/06/12	12/07/12	Advertisin	CHECKCARD 1207 FACEBOOK.COM*PVKG422CG		\$(10.00)	\$116.15	\$218.10	
12/06/12	12/07/12	Advertisin	CHECKCARD 1206 FACEBOOK.COM*RRKG422CG		\$(12.00)	\$126.15	\$228.10	
12/06/12	12/07/12	Advertisin	CHECKCARD 1206 FACEBOOK.COM*BEKG422CG		\$(25.00)	\$138.15	\$240.10	
12/07/12			OPD DES8887220981ID0101213601		\$(90.00)	\$163.15	\$265.10	
12/07/12	12/07/12		BKOFAMERICA ATM 12/07 #000007226 WITHDRWL		\$(200.00)	\$253.15	\$355.10	

Original Auth/Hold Date	Posting Date	Merchant Category	Transaction Description	Trans Type	Amount	Available Balance History	Statement Balance	NSF/OD Fee
12/07/12	12/07/12		BKOFAMERICA ATM 12/07 #000007224 WITHDRWL		\$(200.00)	\$453.15	\$555.10	
12/07/12	12/07/12		BKOFAMERICA ATM 12/07 #000007225 WITHDRWL		\$(200.00)	\$653.15	\$755.10	
12/07/12	12/07/12	Non Financ	NETSPEND 800-2279853 OR 48158300038	Processing	\$(101.95)	\$853.15	\$955.10	
	12/07/12		COMPCTO TRUST DES:PAYROLL ID:10018911API		\$849.78	\$955.10	\$955.10	
			**Ending Balance December 06**				\$105.32	
	12/06/12		GCA* THUNDER V 12/06 #000009153 WITHDRWL		\$(2.00)	\$46.82	\$105.32	
12/06/12	12/06/12	Advertisin	CHECKCARD 1206 FACEBOOK.COM*FEH0422CG		\$(2.00)	\$48.82	\$107.32	
12/06/12	12/06/12	Service St	ARCO PAYPOINT 12/06 #000631169 PURCHASE		\$(27.24)	\$50.82	\$109.32	
12/06/12	12/06/12		GCA* THUNDER V 12/06 #000009153 WITHDRWL		\$(124.00)	\$78.06	\$136.56	
12/06/12	12/06/12	Grocery St	SAFEWAY 1890 12/06 #000182122 PURCHASE		\$(143.15)	\$202.06	\$260.56	
12/06/12	12/06/12	Advertisin	FACEBOOK.COM*CRED 650-543-7818 CA 42176586 Processing		\$(2.50)	\$345.21	\$403.71	
12/06/12	12/06/12	Advertisin	FACEBOOK.COM*CRED 650-543-7818 CA 42176586 Processing		\$(4.00)	\$347.71	\$403.71	
12/06/12	12/06/12	Advertisin	FACEBOOK.COM*CRED 650-543-7818 CA 42176586 Processing		\$(5.00)	\$351.71	\$403.71	
12/06/12	12/06/12	Advertisin	FACEBOOK.COM*CRED 650-543-7818 CA 42176586 Processing		\$(10.00)	\$356.71	\$403.71	
12/06/12	12/06/12	Advertisin	FACEBOOK.COM*CRED 650-543-7818 CA 42176586 Processing		\$(12.00)	\$366.71	\$403.71	
12/06/12	12/06/12	Advertisin	FACEBOOK.COM*CRED 650-543-7818 CA 42176586 Processing		\$(25.00)	\$378.71	\$403.71	
	12/06/12		8007205606PDMOBILES:8007205606ID:00000003413		\$400.00	\$403.71	\$403.71	
			**Ending Balance December 05**				\$3.71	
12/04/12	12/05/12	Bus Servic	CHECKCARD 1204 GOOGLE *mobile		\$(5.99)	\$3.71	\$3.71	
12/05/12	12/05/12	Service St	ROSEVILLE STAT 12/05 #000563076 PURCHASE		\$(7.45)	\$9.70	\$9.70	
			**Ending Balance December 04**				\$17.15	
12/03/12	12/04/12	Non Financ	CHECKCARD 1203 VESTA *Netspend		\$(101.95)	\$11.16	\$17.15	
12/04/12	12/04/12	Bus Servic	GOOGLE *mobile GOOGLE.COM/CH CA 481583000 Processing		\$(5.99)	\$113.11	\$119.10	
			**Ending Balance December 03**				\$119.10	
12/03/12	12/03/12	Advertisin	CHECKCARD 1203 FACEBOOK.COM*X45J422DJ		\$(10.00)	\$17.15	\$119.10	
12/03/12	12/03/12	Advertisin	CHECKCARD 1203 FACEBOOK.COM*C55J422DJ		\$(10.00)	\$27.15	\$129.10	
12/03/12	12/03/12	Grocery St	WAL-MART #1988 12/03 #000193379 PURCHASE		\$(25.45)	\$37.15	\$139.10	
11/30/12	12/03/12	Non Financ	CHECKCARD 1130 VESTA *Netspend		\$(55.95)	\$62.60	\$164.55	
12/03/12	12/03/12		BKOFAMERICA ATM 12/03 #000003282 WITHDRWL		\$(200.00)	\$118.55	\$220.50	
	12/03/12		NSF: RETURNED ITEM FEE FOR ACTIVITY OF 11-3(		\$(35.00)	\$318.55	\$420.50	
12/03/12	12/03/12	Non Financ	NETSPEND 800-2279853 OR 48158300038 Processing		\$(101.95)	\$353.55	\$455.50	
12/02/12	12/03/12		BKOFAMERICA ATM 12/02 #000006848 DEPOSIT		\$400.00	\$455.50	\$455.50	
			**Ending Balance November 30**				\$55.50	
11/29/12	11/30/12	Non Financ	CHECKCARD 1129 VESTA *Netspend		\$(0.06)	\$(0.45)	\$55.50	
11/29/12	11/30/12	Direct Mar	CHECKCARD 1129 OTL*SCORESENSE.COM		\$(19.95)	\$(0.39)	\$55.56	
	11/30/12		LIH 8669787646 DES:EPAY ID:TRK-239291		\$(34.95)	\$19.56	\$75.51	\$35.00
	11/30/12		Ameriloan DES:DEBIT ID:13858063		\$(50.00)	\$19.56	\$75.51	
11/29/12	11/30/12	Non Financ	CHECKCARD 1129 VESTA *Netspend		\$(91.95)	\$69.56	\$125.51	
11/29/12	11/30/12	Non Financ	CHECKCARD 1129 VESTA *Netspend		\$(101.95)	\$161.51	\$217.46	
	11/30/12		Ameriloan DES:DEBIT ID:13858064		\$(150.00)	\$263.46	\$319.41	
11/30/12	11/30/12	Non Financ	NETSPEND 800-2279853 OR 48158300038 Processing		\$(55.95)	\$413.46	\$469.41	
	11/30/12		DOLLAR TREE STOR DES:PR PAYMENT ID:0002-00		\$244.72	\$469.41	\$469.41	
			**Ending Balance November 29**				\$224.69	
11/28/12	11/29/12	Computer S	CHECKCARD 1128 CLKBANK*COM_5DPLFED4		\$(1.00)	\$10.84	\$224.69	
11/29/12	11/29/12	Service St	ROSEVILLE STAT 11/29 #000185276 PURCHASE		\$(7.45)	\$11.84	\$225.69	
11/28/12	11/29/12	Advertisin	CHECKCARD 1128 FACEBOOK.COM*Z5UF422CG		\$(10.00)	\$19.29	\$233.14	
11/28/12	11/29/12	Advertisin	CHECKCARD 1128 FACEBOOK.COM*S5UF422CG		\$(25.00)	\$29.29	\$243.14	
11/28/12	11/29/12	Drug Store	CVS 0953 11/28 #000629256 PURCHASE		\$(40.43)	\$54.29	\$268.14	
11/29/12	11/29/12	Direct Mar	OTL*SCORESENSE.CO 800-679-6327 TX 4815830003 Processing		\$(19.95)	\$94.72	\$308.57	
11/29/12	11/29/12	Non Financ	NETSPEND 800-2279853 OR 48158300038 Processing		\$(91.95)	\$114.67	\$308.57	

Original Auth/Hold Date	Posting Date	Merchant Category	Transaction Description	Trans Type	Amount	Available Balance History	Statement Balance	NSF/OD Fee
11/29/12	11/29/12	Non Financ	NETSPEND 800-2279853 OR 48158300038	Processing	\$(101.95)	\$206.62	\$308.57	
			**Ending Balance November 28**				\$308.57	
11/27/12	11/28/12	Bus Servic	CHECKCARD 1127 GOOGLE *RORTOS		\$(1.99)	\$273.57	\$308.57	
11/27/12	11/28/12	Advertisin	CHECKCARD 1128 FACEBOOK.COM*DWNH422DJ		\$(5.00)	\$275.56	\$310.56	
11/27/12	11/28/12	Advertisin	CHECKCARD 1128 FACEBOOK.COM*X5SF422CG		\$(7.00)	\$280.56	\$313.56	
			**Ending Balance November 28**				\$322.56	
11/28/12	11/28/12	Service St	ROSEVILLE STAT 11/28 #000124893 PURCHASE		\$(7.33)	\$287.56	\$322.56	
11/27/12	11/28/12	Advertisin	CHECKCARD 1128 FACEBOOK.COM*K5SF422CG		\$(8.00)	\$294.89	\$329.89	
11/26/12	11/28/12	Restaurant	CHECKCARD 1126 ISLANDS RESTAURANTS 0		\$(11.42)	\$302.89	\$337.89	
11/27/12	11/28/12	Advertisin	CHECKCARD 1127 FACEBOOK.COM*AMQF422CG		\$(13.50)	\$314.31	\$349.31	
11/28/12	11/28/12	Drug Store	WALGREENS 11/28 #000321869 PURCHASE		\$(30.76)	\$327.81	\$362.81	
11/29/12	11/28/12	Electronic	FRY'S ELECTRON 11/29 #000005229 PURCHASE		\$(45.18)	\$358.57	\$393.57	
11/28/12	11/28/12	Advertisin	FACEBOOK.COM*CRED 650-543-7818 CA 42176586 Processing		\$(10.00)	\$403.75	\$438.75	
11/28/12	11/28/12	Advertisin	FACEBOOK.COM*CRED 650-543-7818 CA 42176586 Processing		\$(25.00)	\$413.75	\$438.75	
			OPD DES:8887220981 ID:0-0112136-01		\$300.00	\$438.75	\$438.75	
			**Ending Balance November 27**				\$138.75	
11/27/12			CHECKCARD 1126 NETPAY		\$(0.63)	\$54.62	\$138.75	
11/27/12			GCA* THUNDER V 11/27 #000009251 WITHDRWL		\$(2.00)	\$55.25	\$139.38	
11/27/12			GCA* THUNDER V 11/27 #000009307 WITHDRWL		\$(2.00)	\$57.25	\$141.38	
11/26/12	11/27/12	Advertisin	CHECKCARD 1126 FACEBOOK.COM*RRHH422DJ		\$(5.00)	\$59.25	\$143.38	
11/26/12	11/27/12	Advertisin	CHECKCARD 1127 FACEBOOK.COM*H4LH422DJ		\$(10.00)	\$64.25	\$148.38	
11/25/12	11/27/12	Card, Gift	CHECKCARD 1126 NETPAY		\$(21.00)	\$74.25	\$158.38	
11/27/12	11/27/12	Grocery St	WAL-MART #1988 11/27 #000567657 PURCHASE		\$(46.02)	\$95.25	\$179.38	
11/27/12	11/27/12		GCA* THUNDER V 11/27 #000009251 WITHDRWL		\$(104.00)	\$141.27	\$225.40	
11/27/12	11/27/12		GCA* THUNDER V 11/27 #000009307 WITHDRWL		\$(164.00)	\$245.27	\$329.40	
11/27/12	11/27/12	Bus Servic	GOOGLE *RORTOS GOOGLE.COM/CH CA 481583 Processing		\$(1.99)	\$409.27	\$493.40	
11/27/12	11/27/12	Advertisin	FACEBOOK.COM*CRED 650-543-7818 CA 48158300 Processing		\$(5.00)	\$411.26	\$493.40	
11/27/12	11/27/12	Advertisin	FACEBOOK.COM*CRED 650-543-7818 CA 42176586 Processing		\$(7.00)	\$416.26	\$493.40	
11/27/12	11/27/12	Advertisin	FACEBOOK.COM*CRED 650-543-7818 CA 42176586 Processing		\$(8.00)	\$423.26	\$493.40	
11/26/12	11/27/12	Restaurant	ISLANDS RESTAURAN ROSEVILLE CA 48158300 Processing		\$(11.42)	\$431.26	\$493.40	
11/27/12	11/27/12	Advertisin	FACEBOOK.COM*CRED 650-543-7818 CA 42176586 Processing		\$(13.50)	\$442.68	\$493.40	
11/26/12	11/27/12	Restaurant	ISLANDS RESTAURAN ROSEVILLE CA 48158300 Processing		\$(37.22)	\$456.18	\$493.40	
11/27/12			GOOGLE DES:DIRECT PAY ID:57502B726230		\$425.00	\$493.40	\$493.40	
			**Ending Balance November 26**				\$68.40	
11/26/12			WELLS FARGO BN 11/26 #000387499 WITHDRWL		\$(2.00)	\$16.24	\$68.40	
11/23/12	11/26/12	Car/Truck	CARMAX AUTO FL 11/23 #000430305 PURCHASE		\$(0.51)	\$14.24	\$70.40	
11/24/12	11/26/12	Direct Mar	CHECKCARD 1124 Experian *CreditRepo		\$(1.00)	\$13.73	\$70.91	
11/23/12	11/26/12	Advertisin	CHECKCARD 1124 FACEBOOK.COM*XKEF422CG		\$(4.00)	\$12.73	\$71.91	
11/23/12	11/26/12	Advertisin	CHECKCARD 1124 FACEBOOK.COM*LUEF422CG		\$(4.40)	\$8.73	\$75.91	
11/24/12	11/26/12	Advertisin	CHECKCARD 1124 FACEBOOK.COM*NGJF422CG		\$(5.00)	\$4.33	\$80.31	
11/23/12	11/26/12	Advertisin	CHECKCARD 1124 FACEBOOK.COM*8WEF422CG		\$(5.00)	\$0.67	\$85.31	
11/25/12	11/26/12	Advertisin	CHECKCARD 1125 FACEBOOK.COM*SJFH422DJ		\$(5.00)	\$5.67	\$90.31	
11/26/12	11/26/12	Service St	7-ELEVEN 11/26 #00033133 PURCHASE		\$(7.54)	\$10.67	\$95.31	
11/25/12	11/26/12	Advertisin	CHECKCARD 1126 FACEBOOK.COM*9TLF422CG		\$(8.00)	\$18.21	\$102.85	
11/23/12	11/26/12	Advertisin	CHECKCARD 1123 FACEBOOK.COM*XSEF422CG		\$(8.00)	\$26.21	\$110.85	
11/25/12	11/26/12	Service St	ROSEVILLE STAT 11/25 #000962602 PURCHASE		\$(9.45)	\$34.21	\$118.85	
11/25/12	11/26/12	Advertisin	CHECKCARD 1125 FACEBOOK.COM*JSKF422CG		\$(10.00)	\$43.66	\$128.30	
11/25/12	11/26/12	Advertisin	CHECKCARD 1125 FACEBOOK.COM*ZFKF422CG		\$(10.00)	\$53.66	\$138.30	
11/25/12	11/26/12	Advertisin	CHECKCARD 1125 FACEBOOK.COM*GHFH422DJ		\$(10.00)	\$63.66	\$148.30	
11/23/12	11/26/12	Advertisin	CHECKCARD 1124 FACEBOOK.COM*UTEF422CG		\$(10.00)	\$73.66	\$158.30	

GILBERT019

## **EXHIBIT II**

XFINITY Connect

<http://web.mail.comcast.net/zimbra/h/printmessage?id=137780&t..>

**XFINITY Connect**

[seang95678@comcast.net](mailto:seang95678@comcast.net)

Font Size

## Details Regarding Your Loan are Enclosed

**From :** Cash Yes Customer Service <[cashyes@info.cashyes.com](mailto:cashyes@info.cashyes.com)>

Wed, Nov 28, 2012 04:00 AM

**Subject :** Details Regarding Your Loan are Enclosed

**To :** SEANG95678@COMCAST.NET

**Reply To :** Cash Yes Customer Service  
<[cashyes\\_516979B786B0206FBFAF2855A2E2BBBB3@info.cashyes.com](mailto:cashyes_516979B786B0206FBFAF2855A2E2BBBB3@info.cashyes.com)>

To view this message as a webpage, [click here](#)  
Add [info.cashyes.com](#) to your safe senders book

 **CASH YES.COM**

Dear Sean Gilbert,

We are pleased to inform you that your Cash Yes loan has been processed and you will receive your funds the next business day! Please review the important information below regarding your Cash Yes loan

Approved Loan Amount: \$426.00

First Loan Due Date: 12/17/2012 12:00 AM

Remember, paying off your Cash Yes loan is **FAST, EASY and CONVENIENT!** Please review your payment options below.

► **Pay the Interest Rate and Underwriting Fee Only**

- On the first four due dates of the loan, Cash Yes will automatically debit your bank account for the Interest Rate and Underwriting Fee only
- On the fifth due date, Cash Yes will debit your account for the Interest Rate and Underwriting Fee plus \$50, which will be applied towards your principal, or initial loan amount. This debit occurs every pay-period until your loan is paid in full

► **Pay the Interest Rate and Underwriting Fee and a Portion of Principal**

- Payments towards the principal loan amount can only be made in \$25.00 increments. The amount you choose will be in addition to the Interest Rate and Underwriting Fee
- Contact us at least **3 business days prior to the loan due date** in order to arrange the amount you would like to pay towards the principal loan amount

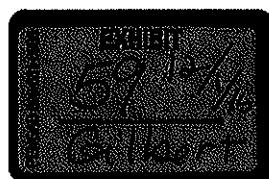
► **Pay Loan in Full**

- At any time you may elect to pay your loan in full
- Contact us at least **3 business days prior to the loan due date** in order to arrange the amount you would like to pay towards the principal loan amount

Thank you for choosing Cash Yes. We greatly appreciate your business! Please feel free to contact us anytime in the future when you need extra cash — Fast!

Thank You,

The Cash Yes Team



## EXHIBIT JJ

XFINITY Connect

<http://web.mail.comcast.net/zimbra/h/printmessage?id=160171&tz=..>

P#1

**XFINITY Connect**

seang95678@comcast.net

Font Size

**Re: Your Cash Yes Loan****From :** seang95678@comcast.net**Tue, Jan 08, 2013 10:23 PM****Subject :** Re: Your Cash Yes Loan**To :** Info Cash Yes <[infoccy@cashyes.com](mailto:infoccy@cashyes.com)>

First off I want to thank you for your prompt response Unfortunately this has nothing to do with the money this is due to failure to comply with a court order that I was not aware of until it was made sure I was aware of it I cant sell someone that is 18 years old and is allowed to drink in one state and in this state its 21, not even if they show a legal binding Identification source The law says 21 in this state and its my responsibility to know the law not the consumer I was redirected to your web site from one that clearly said they are not a lender and just a "Middle Man" The account has been closed due to my information getting passed around deposits made into an account without my authorization, therefore its the decisions of laws that were put in effect by this Government that I reside in that clearly states I must uphold any and all laws while in this country. The laws for Belize are only applicable in Belize Please once again come do all the business you want, but go through the proper channels just like the rest of lenders that do it with a license I regeget to inform you that at this time i am not able to negotiate a payment plan at this time Please send all contracts, voice conformations, and e-signatures via one of the options I disclosed previously Thank You I look forward to rectifying these issues

**From:** "Info Cash Yes" <[infoccy@cashyes.com](mailto:infoccy@cashyes.com)>  
**To:** SEANG95678@COMCAST.NET  
**Sent:** Tuesday, January 8, 2013 1:31:16 PM  
**Subject:** Your Cash Yes Loan

January 8, 2013

Cash Yes  
 P.O. Box 1469  
 Belize City Belize

Sean Gilbert  
 700 Gibson Dr #621  
 Roseville, CA 95678

**Re: Your Cash Yes Loan # 33402787**

Dear Sean:

I am writing on behalf of Cash Yes in response to your recent email. Cash Yes strives to assist consumers with their short term cash needs and is concerned that you were disappointed with your most recent experience.

Please be advised, however, that your loan was made pursuant to Cash Yes's license in its home country of Belize under the International Financial Services Commission Act of Belize, Chapter 272. Cash Yes's contracts, including the loan agreement you signed, clearly designate Belize law as governing its transactions and provide all disclosures required by Belize and U.S. federal law. Cash Yes has no physical presence in the state of California, and does not solicit California consumers via mail, telephone, or email; therefore, we are not subject to its regulatory jurisdiction. In order to obtain a loan from Cash Yes, a California consumer must log on to the internet and access Cash Yes's website, just as you did. You received documents in conjunction with your loan fully describing how the finance fees are applied and your repayment options, and you agreed to these terms, including the applicability of Belize (not California) law to the transaction, with electronic signatures in multiple places. Should you require another copy of your documents, or if you need clarification on points referenced in the documents, please contact us. A careful review of those documents should resolve your concerns regarding the terms applicable to your loan.

We intend to continue our efforts to collect the loan balance from you. However, we do understand that the current economic situation has adversely affected many people. We are currently willing to offer you a settlement in full if you will make a payment of \$425.00 to be paid off within the next 60 business days. If this settlement offer is acceptable to you, or



XFINITY Connect

<http://web.mail.comcast.net/zimbra/h/printmessage?id=160171&tz=..>

If you'd like to discuss other arrangements or make a credit card payment, please contact us at 1-866-568-1422 at your earliest convenience. It is in your best interest to make arrangements with us directly, as your loan may be sold in the future to a third party collection agency. Those agencies are empowered to take legal action to collect the debt, and once they purchase your account from us, the nature of their actions is not within our control.

Thank you for the opportunity to clarify this matter and address your concerns.

Sincerely,  
Cash Yes

# **EXHIBIT KK**

About Us      Resources      Log In      Contact Us      Reference Customer      Log Out

**Welcome back, Sean!**  
Need Help? Call Now 800-741-3300

We see that you're a returning customer, so let us help you complete the process quickly and accurately. Please provide your date of birth, and the last four digits of your Social Security Number to confirm your identity. We'll complete the rest!

Date of Birth:

Social Security Number:

**GET STARTED**

**MoneyMutual proudly sponsors MS Run.**  
Click Here for Details





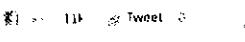
**Avoid Costly Overdraft Fees and Charges!**  
No overdraft fees ever!

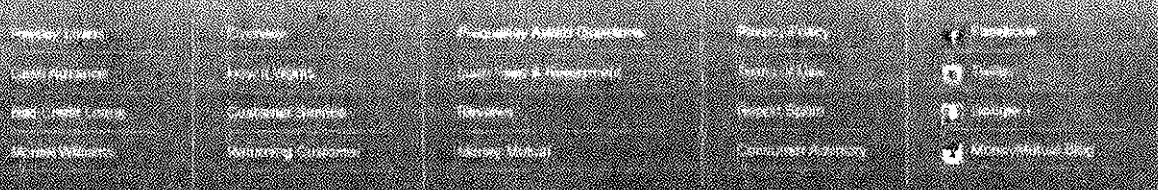
**Avoid Bounced Checks!**  
No more bounced checks!

**Avoid Late Fees!**  
No more late fees ever!

**Apply Online!**  
No waiting in embarrassing lines. It's private and discreet!

**Your Privacy is Important!**  
Your personal and financial information is kept safe and secure.







**MoneyMutual®**  
Your Personal Finance Partner

Need Help? Call Now 800-741-3300

**Verify Information**

As a MoneyMutual customer, you are entitled to a secure environment and a safe place to do business. That's why we've taken the following steps to protect your personal information:

**TRUSTe®** **McAfee SECURE**

**Personal Information**

First Name	Last Name
sean	gilbert

11      26      1976

Driver's License Number

[REDACTED]

DL State

CA

**Contact Information**

Email

seang95678@comcast.net

Home Phone

916-770-6296

Mobile Phone

916-770-6296

**Housing Information**

Address

700 gibson dr #521

City	State	Zip
ROSEVILLE	CA	95678

Rent

1-2 years

**Employment Information**

Job Income

Employed At  
new dawn recovery

Work Phone  
916-989-1675      Extension

7 months to 1 year

Monthly Income  
2200

Every Other Week

I get paid on:

My last paydate was: \* 01/18/2013  
(see your last paycheck for this date) 01/25/2013

Electronic Deposit into Checking account

ARE YOU a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that

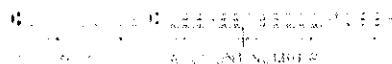
does not specify a period of 30 days or fewer (or a dependent of such member). [More Information](#)

Yes  No

### Bank Information

Bank Name

Bank of America



ABA/Routing Number

121000358

Account Number

\*\*\*\*\*1713 888888

Select One

\$300

### Confirmation

**This is for your protection.**

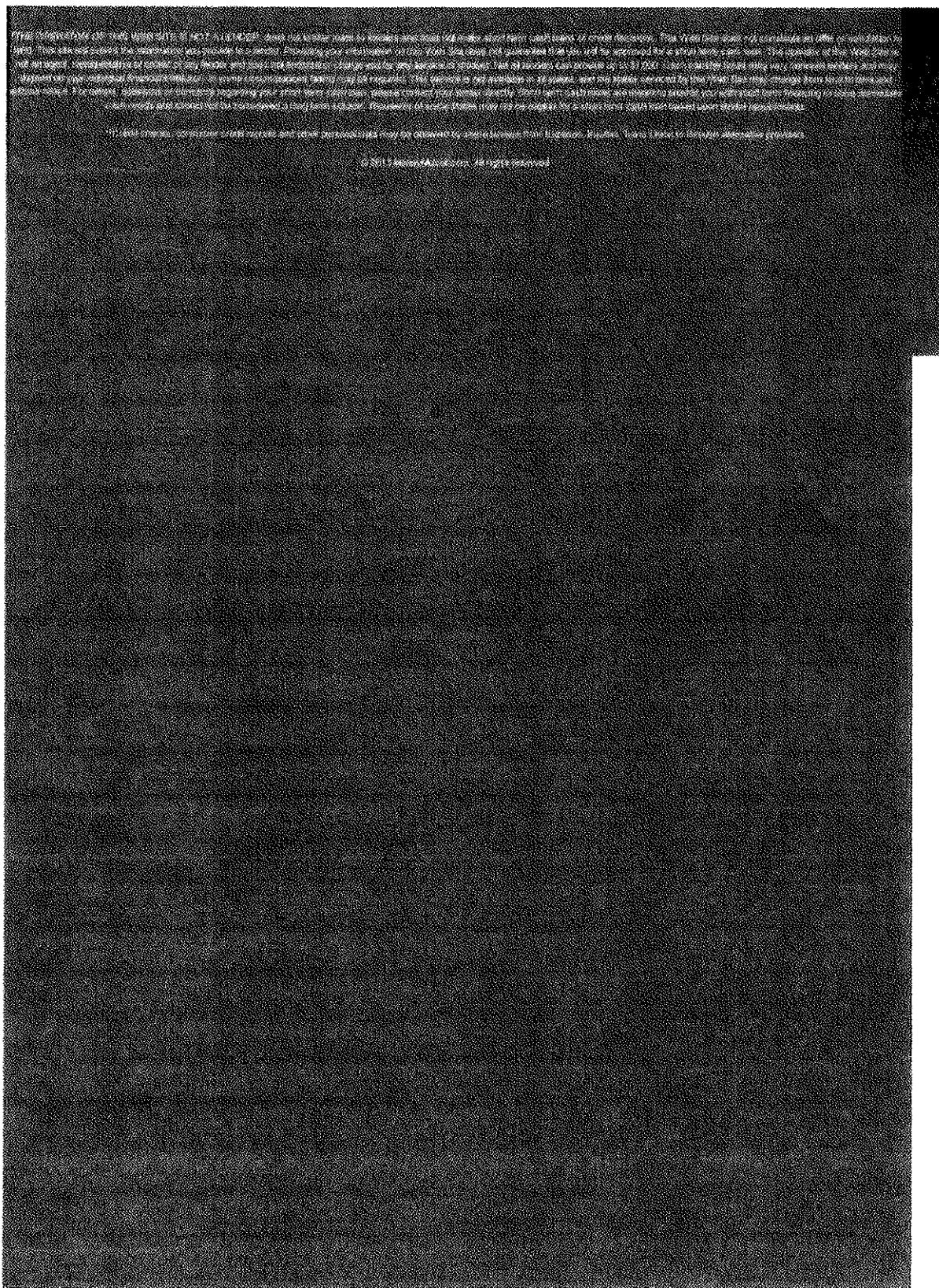
This feature prevents automated programs from applying without your knowledge

**B52WB5**

Type the characters that you see in the picture above.

I certify that I am a U.S. resident over the age of 18 and I agree to the [Privacy Policy](#) and [Terms of Use](#), and that I may receive email offers from trusted marketing partners

**GET LOAN OFFER**



# **EXHIBIT LL**



AO 93 (Rev.12/9) Arrest Warrent

State Attorney's office  
Eric Marshall  
(206) 297 2978

CASE NO :- ADR/49103/N4

**UNITED STATES DISTRICT COURT**  
**ARREST WARRANT**

To: Authorised Law Enforcement officer

An application by a federal law enforcement officer or an attorney for the government requests to arrest the following person

**SEAN GILBERT**

**Charges pressed against the name are:**

ACC ACT 21A (THEFT BY DECEPTION)

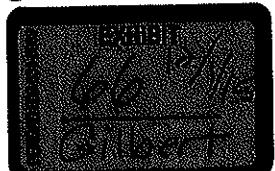
Which carries a maximum sentence of 4 years ~~for felonies~~ and a fine of up to \$20,000  
You can Apply for an OUT OF COURT RESOLUTION OPTION(O.O.C.R)

In order to get O.O.C.R you have to submit the amount which you own in full before the case goes live in court house by requesting an officer in compromise. But if you are failed to do that then we shall start the process of pressing those charges against you

*Laura L. Heiser*

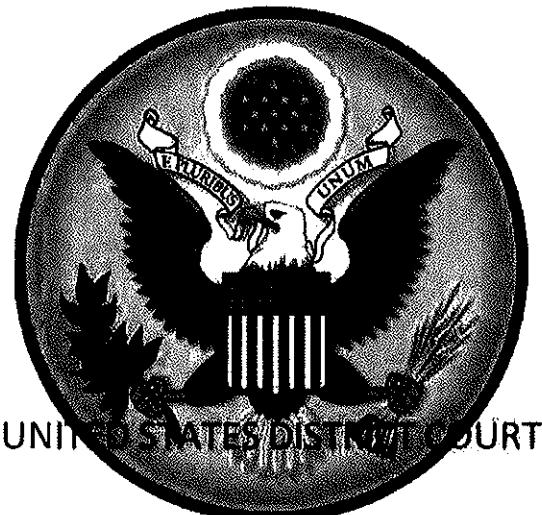
Judge Signature

**State Attorney's office Eric Marshall: (206) 297 2978**



United States

Steve Hawkins  
State Attorney Office  
555 Seventeenth  
Street, Suite 3200  
Los Angeles, CA  
80202-3979



In the Matter of Arrest For,  
NON-PAID LOAN AND CHECK FRAUD

Case Number: - CA/DC/171665

## ARREST WARRANT

To:- Any authorized law enforcement officer

An application by a federal law enforcement officer or an attorney for the government requested to arrest the following person.

Charges Pressed against the name are:-

Count 1: Violation of federal banking regulation

Count 2: Collateral Cheque Fraud (According to act no 76)

Count 3: Theft By The deception (According to act no 48)

PS: If you fail Respond within 06 hours this Legal Action will be activated. You be Entitled for an OOCR, so Please Call us on **(202) 350 3460** either Email us back [cashadvanceddept5@gmail.com](mailto:cashadvanceddept5@gmail.com) and listed this document.

I find that the affidavit (S) or any recorded testimony, establish probable cause to arrest the person.

GILBERT064

A handwritten signature in black ink, appearing to read "Steve Hawkins".

(JUDGE'S SIGNATURE)

**Steve Hawkins**

GILBERT065

# **EXHIBIT MM**



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**From:** "Mike Johnson" <[cashadvancedept5@gmail.com](mailto:cashadvancedept5@gmail.com)>  
**To:** [selenaacarter13@gmail.com](mailto:selenaacarter13@gmail.com)  
**Sent:** Friday, May 22, 2015 12:40:47 AM  
**Subject:** Information Pertaining Civil Case

Attention

This is the last and final chance for you.

This Legal Proceedings issued on your Docket Number **EVR-38924** with one of Cash Advance Inc. Company in order to notify you that after making calls to you on your phone number we were not able to get hold of you. So the accounts department of Cash Advance has decided to mark this case as a flat refusal and press legal charges against you.

**CASE NO: CF-MA-381098**

**Amount Outstanding \$ 821.00**

We have sent you this warning notification about legal proceedings of March 8, 2014 but you failed to respond on time now it's high time if you failed to respond in next **4 HOURS** we will register this case in court. Consider this as a final warning. And we will be Emailing/ Fax this issue to your current employer to make sure they take strict against you. Your salary wages will be garnished.

Do revert back if you want to get rid of these legal consequences and make a payment arrangement today or else we would be proceeding legally against you. And we apologies that this notification will also sent to your current employer. The opportunity to take care of this voluntary is quickly coming to an end. We would hate for you to lose the option of resolving this before it goes to the next step which is a Lawsuit against you, but to do so you must take immediate action.

You can Email back to get the payment mode too.

We will be forced to proceed legally against you and once it is processed the creditor has entire rights to inform your employer and your references regarding this issue and the lawsuit will be the next step which will be amounting to \$6300.00 and will be totally levied upon you and that would be excluding your attorney charges. If you take care of this out of court then we will release the clearance certificate from the court and we will make sure that no one will contact you in future.

**Please let us know what your intention is by today itself so we can hold the case or else we will submit the paperwork to your local county sheriff department and you will be served by court summons at your door step.**

Note : This notice is provided to you on behalf of Cash Advance Inc. and its parent company , and their respective family of companies including Cash Advance, its parent company, Cash America International, Inc., and all of their respective subsidiaries and affiliates, (hereafter collectively referred to as the "Cash Advance Related Companies," "we," "our," or "us"). The Cash Advance Related Companies include, but are not limited to: Cash Advance, Cash America International, Inc., and all of their respective subsidiaries and affiliates, including those that operate under the trade names Cash Advance, 100 Day Loan, Net loan USA, Fax free Cash, Payday one, Sonic Cash, Money tree, Egg loans, Check cash Loan, Quick Payday, Personal Cash Advance, Rapid Cash, Sonic Payday, Speedy Cash, My Cash Now, National Payday, Paycheck Today, Payday OK, Cash Central Loans, Cash Net 500,Cash Net USA, Allied Cash, Super Pawn, Check into Cash, Check Smart, Ez Money Cash America Net, Cash America, Cash America Pawn, Cash

land, Super Pawn, Cash America Payday Advance, or any company-owned Mr. Payroll locations. "You" or "Your" means you as a participant in or as a user of the products and/or services offered by a Cash Advance Related Company.

**WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.**

**TERMS & CONDITIONS YOU AGREED.**

By electronically signing this Loan Agreement by clicking the "I AGREE" button below, you are confirming that you have agreed to the terms and conditions of the Consent and that you have downloaded or printed a copy of this Consent for your records.

**Note: To make the payment you would have to contact us via email.**

**Mike Johnson (Accounts Dept.)**

**Text us on:(202)-350-3460 (only text)**

**Cash Advance Inc.  
2514 Columbia Pike,  
Arlington, VA-20036**

Attachments

# **EXHIBIT NN**

XFINITY Connect

<http://sz0049.ev.mail.comcast.net/zimbra/h/printmessage?id=17096...>

**XFINITY Connect**

[seang95678@comcast.net](mailto:seang95678@comcast.net)

+ Font Size -

## **Account(s) Sent to Collection 214730809-300**

**From :** Auto Responder <ar@mail-reply.com>

Mon, Jan 28, 2013 12:22 PM

**Subject :** Account(s) Sent to Collection 214730809-300

**To :** seang95678@comcast.net

**Reply To :** ar@mail-reply.com



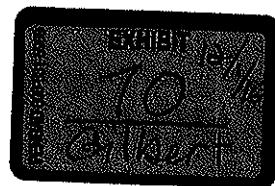
Applicant# 214730809-300

Dear sean gilbert,

Your account with OPD Solutions LLC was sent to National Credit Adjustors, 866-660-1626

Thank you,

A redacted area with a black border.



# EXHIBIT OO

Department 835  
PO BOX 4115  
CONCORD CA 94524



January 18, 2013

PERSONAL AND CONFIDENTIAL

Address Service Requested

#BWNFTZF #NCA5091367013016#

SEAN GILBERT  
700 GIBSON DR APT 621  
ROSEVILLE CA 95678-5757



National Credit Adjusters

PO Box 3023 - 327 W 4th St.  
Hutchinson, KS 67504-3023  
Toll Free: 1-866-927-9508  
Fax: 620-664-5947  
www.ncaks.com

Original Creditor	OPD Solutions LLC
Account Number	214730809380
NCA Reference Number	8913547
Current Balance	\$510.00

OPD Solutions LLC  
214730809380  
8913547  
\$510.00

This letter is to inform you that National Credit Adjusters, LLC (NCA) has purchased the above referenced account; we are not collecting for OPD Solutions LLC. NCA owns the account you created with OPD Solutions LLC and has a financial investment in it. Your debt is a part of your credit history; NCA would like to find a positive resolution to this account and its personnel will work with you to resolve this debt. If you are unable to mail in the balance in full, please call our office toll free at 1-866-927-9508.

As of the date of this letter, you owe \$510.00; because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay may be greater than the amount on this letter. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your payment. For further information, contact NCA at the above address or call 1-866-927-9508.

Unless you notify this office within thirty days after receiving this notice that you dispute the validity of this debt or any portion of it, this office will assume this debt is valid. If you notify this office in writing within thirty days after receiving this notice that the debt or any portion of it is disputed, this office will obtain and mail you a copy of the verification of the debt or a copy of the judgment against you. If requested by you in writing within thirty days of receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Call us for payment options.

Once the account has been paid, NCA will send a receipt upon request; and if the account has been reported to the credit reporting agencies, NCA will report the account as paid.

All future payments and correspondence should be addressed to our office. This communication is from a debt collector attempting to collect a debt, and all information obtained will be used for that purpose.

National Credit Adjusters  
1-866-927-9508 Toll Free

As required by law you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit agency if you fail to fulfill the terms of your credit obligations.

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov). Non profit credit counseling may be available in the area.

REMIT COUPON



NCA REF. # 8913547  
SEAN GILBERT  
700 GIBSON DR APT 621  
ROSEVILLE CA 95678-5757

NATIONAL CREDIT ADJUSTERS  
PO Box 3023  
Hutchinson, KS 67504-3023

NCAL100B-0117-32352-090 4017

GILBERT073

327 W. 4th St.  
P.O. Box 3023  
Hutchinson, KS 67504-0550  
1-866-927-9508

**IMPORTANT NOTICE ABOUT YOUR PRIVACY**

In protecting your personal and financial data, we collect non-public personal data and information from the following sources:

- Information we receive from you on applications or other forms you have provided.
- Information about your transactions with us or our affiliates.
- Information about your transactions with non affiliated third parties (i.e. banks, payment services or postal and delivery services).
- Information from Consumer Reporting Agencies.

Your non-public personal information is restricted to those employees who have a need to know that information in order to provide services to you. As required, we maintain procedural safeguards pertaining to your personal information.

As permitted by law, we may share all of this information with our affiliates as well as third parties who perform services on our behalf or with whom we have a joint marketing agreement or who assist in maintaining your account. You may direct us not to disclose non-public personal information with our affiliates or other third parties by contacting us by letter or phone.

**National Credit Adjusters, Inc.**

### **Scam Alert**

National Credit Adjusters, LLC would like to inform you of a recent payday loan telephone collection scam currently taking place. You may have or may be receiving phone calls from a "Scam Agency" attempting to collect charge off payday loan accounts. These "Scam Agencies" tend to have agents with a Middle Eastern and/or Indian accent, claiming they are working on behalf of the FBI, Federal Legislative Department, various law firms, or other legitimate-sounding agencies.

It is critically important that you DO NOT PAY these "Scam Agencies." In the event you pay anyone but the rightful owner of the debt, or its assignees, your debt will remain unpaid. If you have been or think you have been a victim of this scam, please contact us immediately at 866-927-9508.

For more information on this, please call National Credit Adjusters, LLC at 866-927-9508; or go to [www.ncaks.com](http://www.ncaks.com) and click on the "FBI Scam Alert" link for more info.